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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The War.

SINCE WE wrote last week on "War and Peace" the catastrophe has fallen. Europe in its madness has determined on a general war, and Great Britain, owing to one compelling fact, has become involved. We have before us now the diplomatic correspondence which has led up to this result, but the 159 documents forbid at the moment any careful analysis. The most material begin with the German offer to Great Britain of the 29th of July. In return for British neutrality, Germany would undertake to make no territorial acquisitions at the expense of France, but this was not to extend to her colonies. Holland's neutrality was to be respected by Germany, if her adversaries did the same. The operations of Germany in Belgium would depend on the action of France, but at the end of the war Belgian integrity would be respected, if she had not sided against Germany. Sir EDWARD GREY'S telegraphic reply of the 30th of July to the British Ambassador at Berlin is too long to be quoted, but the following is the Blue Book summary:—"His Majesty's Government cannot entertain German proposals to secure British neutrality. For many reasons such a bargain with Germany at the expense of France would be a disgrace to Great Britain. His Majesty's Government cannot bargain away her obligations regarding Belgian neutrality. His Majesty's Government must preserve full freedom of action. Best way of maintaining good relations with Great Britain is for Germany to work with her for the preservation of peace." Then there is Sir EDWARD GREY'S telegram to our minister at Brussels of the 31st of July, which includes:—"I assume that the Belgian Government will maintain to the utmost of her power her neutrality, which I desire and expect other Powers to uphold and observe." Belgium's answer of the 1st inst. is that she "expects and desires that other Powers will observe and uphold her neutrality, which she intends to maintain to the utmost of her power." On the 3rd inst. she declines an offer of five French army corps in support of the guarantee. "In the actual circumstances we do not propose to appeal to the guarantees of the Powers. Belgian Government will decide later on the action which they may think necessary to take." Of course, acceptance of

such help from France would have brought Germany to the attack at once; but on the 4th inst the King of the Belgians makes "a supreme appeal to the diplomatic intervention" of the Government of King GEORGE "to safeguard the integrity of Belgium." On the same day there is the following telegram from Sir EDWARD GREY to the British minister at Brussels:—"You should inform Belgian Government that if pressure is applied to them by Germany to induce them to depart from neutrality, His Majesty's Government expects that they will resist by every means in their power, and that His Majesty's Government will support them in opposing such resistance, and that His Majesty's Government in this event are prepared to join Russia and France, if desired, in offering to the Belgian Government at once common action for the purpose of resisting use of force by Germany against them, and a guarantee to maintain their independence and integrity in future years." Then there is Germany's message of the same date that she cannot be exposed to the attack from France across Belgium, "which was planned according to absolutely unimpeachable information," and that she must disregard Belgian neutrality, it being for her a question of life and death to prevent the French advance.

The Compelling Cause.

WE ARE not concerned to argue the question of the balance of power or the policy of preventing the loss by France of her colonies. On neither ground could the Government have looked to this country for whole-hearted support in their intervention in the war. No doubt in some quarters, not without influence, there was a call for interference before the question of Belgian neutrality had been defined. But it would have been futile. The public opinion of this country, and all the forces that make for peace, would have forbidden participation in the war. The one compelling circumstance which determined the Government, and gave them the right to look to the nation for support, was the violation of the neutrality of Belgium and the disregard of her rights. With the technical aspect of that neutrality we deal elsewhere. But we must be quite clear as to the substantial justification of our present course. Last week we spoke strongly in favour of the absolute prohibition of the appeal to force, but we added the reservation "save by united action against some recalcitrant State." This, so far as existing circumstances permit, is the case which has arisen. Making all allowance for German fears on the side of Russia and of France, the threatened violation of Belgian neutrality was not for any reasonable purpose to which the other guarantors should assent. It was solely to enable Germany to strike a quicker and more effective blow at France. Before the events of the last fortnight we had no alliance with France, and public opinion would not have permitted interference on her behalf as against Germany in any ordinary dispute. We were the friends of both countries alike. The Entente was accepted in this country on that footing only. But the whole aspect of matters has been changed by German violation of treaty rights and obligations, and the special gravity of her conduct is that it undermines the foundations on which alone the future peace of the world can be built. We have looked forward, and still look forward, to the august work of the Hague Tribunal. But if a treaty sanctioned by time and usage is to be violated for the purpose of one State's aggrandisement, what is the use of establishing a Peace Tribunal at all? Its decrees would have no more value than the paper they were written on. The one justification for Great Britain's intervention in the war is that it will make the maintenance of public law possible in the future.

The Objects of the War.

BUT WE can hardly leave the subject without suggesting what are the results which should come out of the war. The price we have to pay might well, indeed, be too great, if it did not eventuate in some sort of guarantee that this relapse into barbarity shall not recur. We have, of course, no quarrel with Germans as individuals, and to the ordinary German we doubt not the whole thing is as repugnant as it is to us. There was hope that the German Socialist party, with its threatened general strike, would have rendered impossible such a misuse of his position as the Emperor has now made. But that hope has failed. The military system is too strong, and for all that appears, the German conscripts go out obediently to slaughter and be slaughtered. The war will only attain its ends if it overthrows the system under which the selfish arrogance of one man can play havoc with the lives and fortunes of all Europe. We hope and believe that if the war can be brought to a successful issue the common resolve of civilized mankind will be that this thing shall not recur; that by severe limitation of armaments no one man or set of men shall have the power to impose on a whole continent a war as wicked as it is needless. No doubt there are others to blame beside the German Emperor. We are not concerned to say exactly where the fatal chain of events could have been stopped. But one thing stands out with absolute clearness. The German Emperor could have stopped it, and on him lies the guilt of a colossal crime. On our side we have clear consciences, and in Sir EDWARD GREY the great asset of a man who has laboured unweariedly and with surpassing genius for peace. It was a great achievement to have staved off this catastrophe at the time of the Balkan war. His present failure has been a bitter disappointment to all who believe in the progress of humanity. But it is only a postponement of hopes, and we look forward confidently to the future.

The Constitution in a Great War.

FOR THE first time under the new dispensation of democracy has our Constitution been put to the test of a great European war. It is interesting to note how the Constitution has adapted itself to the necessities of the new situation—dangers and difficulties of a novel kind, or at any rate far greater than existed even in the Titanic conflict with Napoleon. In the first place the Government has had to provide against a dislocation of credit. In the second place it has had to arrange for the insurance of marine risks during the continuance of the war. In the third place it has to solve the problem of conserving and distributing our food supply. These three problems, be it noted, are undertaken by the Government for the first time—unless PITT'S laws suspending cash payments by the Bank of England can be regarded as a means of preventing dislocation of credit. Fourthly, it has been found necessary to provide for the "defence of the Realm," and the requisition of supplies, the calling up of reserves, and the mobilization of our Army, are the result. Under what constitutional powers has the Government acted in arranging all these matters?

The Elasticity of the Constitution.

THE ANSWER is supplied by a legal maxim and by the ever illuminating commentary of Professor DICEY. Of course *Salus reipublicæ suprema lex*, and in an emergency all minor laws give way to the necessity of preserving the safety of the Commonwealth. But there is a constitutional way of achieving this end, by combining the Rule of Law with the Sovereignty of Parliament, the two principles which Professor DICEY regards as the leading features of our Constitution. Hence, although the ordinary rules of law are partially suspended in the face of national danger, they are suspended by virtue of the law itself—namely an Act of Parliament. Not the decree of a despot, but a statute passed by Parliament in a single day, is the device adopted to save our credit system. The requisition of supplies and the other military measures have likewise been effected by legislative authority—namely, by Proclamations made by the Secretary of State under subordinate legislative powers so to do conferred upon him by various sections in the Army Act. The State insurance of marine risks, and the regulation of food prices, will require statutory authority; but doubtless this will be forthcoming. The moral is that a Parliamentary Constitution in a democratic country, notwithstanding all the supposed defects which theorists find in such constitutions when tested by the emergencies of national danger, has apparently proved itself quite as capable of meeting the situation as have the more absolute systems of Germany, Austria and Russia.

The Moratorium Act.

ONLY ONCE before in the records of Hansard has any Bill passed through all its stages in both Houses of Parliament within one day.

The Act which forms this solitary precedent is the Explosives Act of 1883, passed into law in order to meet a real or supposed Fenian conspiracy after the sensational discovery of a bomb in the crypt of St. Stephen's. The assassination of the Czar NICHOLAS was then recent in the memories of men, fear of Nihilists was abroad in the land, and an unprecedented course was adopted which perhaps was not really necessary. But no such doubt can exist as to the necessity of the Postponement of Payments Act, which we print elsewhere, and upon the urgency of the financial crisis with which it is intended to deal. To-day the trade of England is mostly foreign trade, and payment of obligations is made in bankers' drafts or bills of exchange. The English manufacturer or merchant sends his goods to a foreign customer, receiving in payment a bill of exchange, drawn by himself on the foreigner, and accepted by the latter. He at once discounts this bill, payable as it is at a future date, and receives immediate payment of its present value from a banker, or discount-house, or financial agent. In the ordinary course of events he hears no more about the bill, for the foreign acceptor meets it in due course, and his own secondary liability as drawer to the holder never matures. But the outbreak of a Continental war changes all that. The foreign acceptor cannot now meet the bill, or will not be able to do this when it matures. The drawers and indorsers will themselves in law be held liable to the bank. The result is that they are all faced with the necessity of finding money at an early date, especially as our own obligations to foreign vendors are being honourably fulfilled by payment in bullion. Hence a demand for currency and bullion arises which the financial market cannot gratify; the demand exceeds the supply, and there are famine prices for short loans; and the Bank of England is forced to raise its rate to 10 per cent. in order to restore the equilibrium of supply and demand. In such conditions as these it is obvious that a contingency has arisen which was never contemplated by the parties when the bill was discounted. To hold the drawers and indorsers to their original liabilities is law, but is not equity. The Moratorium Act is essentially a statutory form of relief against penalties and forfeitures, and the penalty relieved against is the necessity of paying a famine rate of interest for the renewal of the bill. The imposition of a month's grace for payment at the current bank rate of interest, now happily reduced, is both just and equitable.

Resident Aliens.

THE Aliens Restriction Act, 1914, which was passed through all its stages and received the Royal Assent on Wednesday, provides that the King may, at any time when a state of war exists between himself and any foreign power, or when it appears that an occasion of imminent national danger or great emergency has arisen, impose restrictions on aliens by Order in Council, and provision may be made by the Order: (*a*) For prohibiting aliens from landing in the United Kingdom, either generally or at certain places, or imposing restrictions on the landing or arriving at any port in the United Kingdom; (*b*) similarly as to aliens embarking in the United Kingdom; (*c*) for the deportation of aliens; (*d*) for requiring aliens to reside and remain within certain places or districts; (*e*) for prohibiting them from residing or remaining in specified areas; and (*f*) for requiring aliens residing in the United Kingdom to comply with such provisions as to registration, change of abode, travelling or otherwise, as may be made by the Order. And the Order may ((*g*), (*h*), (*i*)) contain subsidiary provisions for carrying it into effect, and (*k*) also for any other matters which appear necessary or expedient with a view to the safety of the realm. Any provision in the Order may relate to aliens in general, or to any class or description of aliens; and in proceedings under the Order the onus of proving that an alleged alien is not an alien will be on him. The powers of the Act or of any Order under it are to be in addition to existing powers of the Crown as to the expulsion or prohibition of aliens. An Order has already been made and is printed elsewhere.

Increment Value Duty on Minerals.

THE DECISION of WARRINGTON, J., in *Foran* v. *Attorney-General* (*Times*, 31st ult.) suggests that increment value duty may bear hardly in cases where the persons originally making the return under the Finance Act, 1910, s. 26, omitted to estimate the value of any minerals underlying the land. Section 23 provides that, for the purposes of valuation under the Act, all minerals shall be treated as a separate parcel of land; but where the minerals are not comprised in a mining lease, or being worked, they shall be treated as having no value as minerals, unless the owner in his return specifies their nature and his estimate of their capital value. In the present case the lands were situate in Kent, and in the return of the value of the lands originally made on Form 4, the owners left blank the space assigned to the nature and value of the minerals. Consequently, under the words of section 23 (2) the minerals were to be treated as having no value. Subsequently, however, they were sold, and the apparent result was that increment value duty was payable on the entire proceeds of sale. The owners, who were trustees, attempted to avoid this, first on the ground that Form 4 is invalid (see *Dyson* v. *Attorney-General*, 1912, 1 Ch. 158). But the learned judge held that, since they had in fact made their return, this objection was not open to them. And, secondly, on the ground that the return of the value of the land on the form was not the return referred to in section 23 (2). They contended that since the minerals were to be treated as a separate parcel of land, the return must be separate. But here again WARRINGTON, J., was against them. The owners had had the chance of stating a value for the minerals on Form 4, and a separate return was not necessary. These conclusions seem to be fairly obvious, but the practical justice of the Act in this respect is open to question. In a non-mineral county it is practically impossible to state the nature and estimate the value of minerals, if any, so that owners cannot, in fact, make a return in respect of them. Consequently, if their existence is subsequently discovered, and their value is ascertained on a sale, the duty is assessed on the entire value, and not on the increment value. On the other hand, of course, it may be said that the sale of the minerals is an unexpected piece of luck and is fair prey for the Chancellor of the Exchequer.

Workmen's Compensation and Approved Societies.

TWO RECENT cases in the Court of Appeal somewhat confuse one as to the exact position of approved societies in connection with actions brought by them in the name of an insured workman claiming statutory compensation for an accident against his employer. In *Rushton* v. *George Skey & Co. (Limited)* (*ante*, p. 685), which came before the Court of Appeal on the 17th of June, the court decided that the approved society of which an injured workman is a member cannot take proceedings in his name unless he has himself been asked by the society to take the proceedings, and has unreasonably neglected or refused so to do. In the latter event the society has a statutory right to bring proceedings in the workman's name (National Insurance Act, section 11 (2)), and the existence of this statutory right makes it liable to the employer in costs should the application fail—a not unimportant point, since an unsuccessful applicant very rarely pays costs for which he is made personally liable. In any other event than that which confers its statutory right—*e.g.*, if the society takes the proceedings with the workman's consent in his name—its action is *ultra vires*, and no liability for costs will be imposed upon it in the event of failure. Thus matters seemed to rest after the decision in *Rushton's case* (*supra*). But the similar case of *Allen* v. *Francis* (reported elsewhere) seems to suggest practical difficulties. Here the approved society told the workman that he was entitled to statutory compensation from his employer, instructed its solicitor to commence proceedings in his name, and obtained from him a signed retainer authorizing the solicitor to act in his name. Proceedings in due course came on at the Southend County Court. Counsel for the applicant, in opening his case, told the judge that the respondents meant to raise a preliminary objection on the ground that the real applicant who retained the solicitor was the approved society, and that the society had no *locus standi* in view of *Rushton's case*. The judge at once asked counsel point-blank, who were the real principals of the solicitors instructing him, and counsel not unnaturally refused to answer a question of that kind. This refusal seems absolutely right on

principle, for counsel is surely not authorized to go behind the instructions of solicitors who purport to retain him on behalf of the plaintiff or claimant named in the writ, summons, or (as in this case) request for statutory arbitration. But the county court judge thereupon declined to hear him any further, and forthwith dismissed the application with costs. On appeal his decision was reversed and the case sent back to be heard and determined.

Rule Laid Down by the Court of Appeal.

BUT THE Court of Appeal did not content itself with merely deciding that the county court judge had improperly refused to hear the case. The Master of the Rolls, in delivering its judgment, used language which implied that the judge had only acted too soon. He should have heard the workman and, perhaps, other witnesses, said Lord COZENS-HARDY, fully ascertained the facts, and then struck out the claim if he came to the conclusion that the approved society was using the applicant's name, although he had not unreasonably neglected or refused within the meaning of section 11 (2). This saves the rights of counsel, but it only carries the difficulty back a step further. It allows the judge to go behind a solicitor's professed authority to act for a client who has actually given him a written retainer. This seems a strange position and, as intimated above, we can see that difficulties in practice are likely to arise.

The Neutrality of Belgium.

SUCH tremendous issues have turned in the last week on the question of the neutrality of Belgium that it is essential to know exactly how this neutrality is constituted and what are its effects in public law. Belgium, as is well known, was formerly part of the Low Countries or Netherlands, and suffered much from its subordination to Spain and afterwards to Austria. After the various changes of the Revolutionary Wars from 1790 to 1814 it was, in the latter year, united to Holland to form the Kingdom of the Netherlands. But the Belgians were essentially different in character, ideas, and religion from the Dutch, and the differences culminated in the outbreak of 1830—an outbreak sympathetic with the revolution which had just taken place in France—with the result that Holland and Belgium were separated, and Luxembourg divided between them, by the Treaty of London of the 15th of November, 1831. This contained the following clauses (Martens, Vol. 11, pp. 394, 404):—

> Art. 7.—Belgium, within the limits assigned by articles 1, 2 and 4, shall form a State independent and perpetually neutral. It shall be bound to observe the same neutrality towards all other States.
>
> Art. 25.—The courts of Austria, France, Great Britain, Prussia, and Russia guarantee to His Majesty the King of the Belgians the execution of all the preceding articles.

The treaty was ratified by the Belgian and French sovereigns on the 20th and 24th of November, and by the British on the 6th of December; but the Austrian, Prussian and Russian Governments, owing to their sympathy with the King of Holland, did not give their ratification till later. The King of Holland himself only gave in after forcible pressure from England and France, and his adhesion was made the occasion of a new treaty, that of the 19th of April, 1839, also signed at London. By this the treaty of 1831 was abrogated, and though Art. 7 of the earlier treaty, as cited above, was repeated, the manner in which this was done requires to be stated exactly.

On the same date as the new treaty, a treaty was made between Holland and Belgium which was in terms identical with that of 1831, save, of course, that Art. 25, containing the guarantee of the Great Powers, was omitted (Martens, vol. 16, p. 773). This was made an annex to the new treaty between the Powers, which in consequence did no more than adopt it and repeal the earlier treaty. The operative clauses of the new treaty, with immaterial omissions, were as follows:—

> Art. 1.—The Emperor of Austria, the King of the French, the Queen of the United Kingdom of Great Britain and Ireland, the King of Prussia, and the Emperor of Russia declare that the articles hereto annexed and forming the tenour of the treaty of even date between the King of the Belgians and the King of Holland, are considered as having the same force and value as if they were textually inserted in the present Act and they are thus placed under the guarantee of their said Majesties.
>
> Art. 2.—The treaty of the 15th of November, 1831, is declared to be no longer obligatory upon the High Contracting Parties.

The treaty between Belgium and Holland was ratified by Holland on the 26th of May and by Belgium on the 28th of May. The treaty between the Great Powers and Belgium was ratified by Belgium on the 28th of May; by Austria on the 19th of May; by France on the 18th of May; by Great Britain on the 22nd of May; by the King of Prussia on the 20th of May; and by the Emperor of Russia on the 6th of May, all in 1839 (Martens, vol. 16, pp. 809-823); and it was adopted by the then Germanic Confederation on the 8th of June in the same year (*ibid.* pp. 825–847). On the outbreak of the Franco-German war each of the belligerents entered into a special treaty with Great Britain to respect the neutrality of Belgium under the treaty of 1839, but the validity of that treaty was expressly reserved, and after the war it was to remain in full force. The possibility that these special treaties might have displaced that of 1839 was discussed in Parliament, and it was shown that this had been carefully guarded against (Hansard, 3rd Ser., ccliii., p. 1778).

Closely associated with the neutrality of Belgium is that of Luxembourg. As stated above, Luxembourg was divided between Holland and Belgium under the treaties of 1831 and 1839. The part retained by the King of Holland gave him the title of Grand Duke of Luxembourg—the titles became separated in 1890 on the death of the then King and devolved in different directions—and was a member of the North German Confederation, and on the dissolution of the Confederation it was neutralized by the Treaty of London of the 11th of May, 1867, between Holland and Great Britain, France, Prussia, Russia, Austria, Italy and Belgium. Art. 2 is as follows:—

> Art. 2.—The Grand Duchy of Luxembourg, within the limits determined by the Act annexed to the treaties of the 19th of April, 1839, under the guarantee of Austria, France, Great Britain, Prussia and Russia shall henceforth be a perpetually neutral State.
>
> It shall be bound to observe the same neutrality towards all other States.
>
> The High Contracting Parties engage to respect the principle of neutrality stipulated by the present article.
>
> This principle is, and remains placed, under the sanction of the collective guarantee of the signatory Powers to the present treaty, with the exception of Belgium, which is itself a neutral State.

It was further provided that the town of Luxembourg should cease to be a fortified town, and that the Grand Duke should keep there only the number of troops necessary to maintain order (Martens, vol, 18, pp. 448, 449). It may be added that the definite neutralization of Switzerland dates from the Vienna Congress of 1815, and is collectively guaranteed by Great Britain, Austria, France, Portugal, Prussia, Spain and Russia (Oppenheim, International Law, vol. 1, p. 151).

The rights and obligations of a permanently neutralized state are the same as those of any other state which is in fact neutral. In particular, it is under an obligation not to assist either belligerent, and to prevent belligerents from making use of its territory for military purposes (Oppenheim, II., 368). This duty was observed by Switzerland in 1870 and 1871, during the Franco-German war, when she prevented the transport of troops and war material of either party across her territory, and disarmed and detained a French army of 80,000 men which had taken refuge there. It was observed by Belgium at the same time when, after the battles of Sedan and Metz, she refused to allow the German wounded to be sent home through her territory (*ibid.* p. 393). It is said, indeed, to have been an undisputed doctrine during the eighteenth century that a neutral state might grant a passage through its territory to a belligerent army, and that the concession formed no ground of complaint on the part of the other belligerent (Hall, International Law, 6th ed., p. 594). And some writers have said that in cases of extreme necessity, the belligerent might effect his passage, even against the will of the neutral (*ibid.*

p. 594, note (1)). But the author just quoted, after referring to the subsequent change of opinion and practice, continues:—

> "There can be no question that existing opinion would imperatively forbid any renewed laxity of conduct in this respect on the part of neutral countries. Passage for the sole and obvious purpose of attack is clearly forbidden."

There is no great difficulty in applying the above principles to recent events. Germany was, of course, bound by the obligations undertaken in the past by the King of Prussia and the North German Confederation, and one such obligation was not herself to violate the Belgian neutrality. This she has done by sending troops on to Belgian soil and attacking the Belgians, and her infringement of the treaty seems to be clear. The obligation of Belgium was to maintain her neutrality, and to resist Germany's action by force so far as she could do so with reasonable chance of success. This she has done in such a manner as to place herself entirely in the right and to earn the respect of her friends. Her merits, indeed, are measured by the extent of Germany's default.

There remains the question of the obligation of the other signatory Powers. Under the treaty of 1831, each gave a guarantee to Belgium. Was this a guarantee only for its own conduct, or for the conduct of the others as well? Under the treaty of 1839, the neutrality of Belgium was placed under the guarantee of the Powers. The expression is varied, but not the meaning. In the case of Luxembourg the guarantee is "collective." But in all these cases the construction of the obligation must depend upon general principles, and not upon nice discrimination of "joint," or "collective," or—as in the case of the guarantee of Turkish independence by England, Austria and France in 1856—"joint and several." A leading consideration is whether the guarantee was for the benefit of the guaranteed State only, or for the benefit of all the signatories. In the former case, the guarantors need only intervene on the request of the guaranteed; in the latter, any guarantor can take the initiative (Hall, p. 335); though whether it will do so must depend on the interests at stake. The present case falls under both heads. The neutrality is for the benefit of Belgium as well as of the signatory powers, and the request of Belgium for assistance, and her own readiness to defend her neutrality, for practical purposes leave no doubt as to the obligation of signatories who respect the treaty. Of course, if the Belgian refusal had been unreasonable, the case would have been different. But Germany's requirement was opposed to the vital interests both of Belgium herself—for her independence was threatened—and of the other co-signatory Powers, in particular France. Under these circumstances it seems clear that Great Britain was under an obligation to enforce the collective guarantee against a recalcitrant guarantor; otherwise there would be an end of public law. If Belgium, said Mr. GLADSTONE in 1870, referring to the close relation between her independence and her neutrality, was absorbed, the day that witnessed that absorption would hear the knell of public right and public law in Europe.

The Legal Status of Alien Enemies.

THE founder of modern International Law, GROTIUS, in his treatise *De Bello et Pace*, defines war as the normal relationship between savage tribes, and peace as the normal relationship between civilized nations. War, he points out, is in its essence an interruption of civilized relations and a return to the conditions of savagery. In its economic aspect war is an interruption of international exchanges between alien enemies; in its juridical aspect it is an interruption of legal sanctions. Thus, in theory, while war lasts, an "alien enemy" is a legal outlaw, and no legal obligations towards him are recognized.

But this harsh doctrine, though to be found also in our law, has been modified in many respects by the growth of more enlightened principles. Thus formerly an alien enemy lost his legal rights; if found here after a declaration of war, he could be seized and imprisoned, and could take out no legal process for redress against any wrong done to him in this country (*per* Lord ELLENBOROUGH in *Roberts* v. *Hardy*, 1815, 3 M. & S., at p. 536). But it is now generally regarded as sound law by international jurists that an alien enemy who remains in England and behaves peaceably, is—in the absence of a general order for the expulsion of his compatriots—regarded as under the King's protection and accorded the same protection as one of the King's subjects (Hall, International Law, 5th ed., p. 395). Indeed, even at common law, the King could grant a special licence to an alien enemy to reside and trade in England during the continuance of war: *Vandyck* v. *Whitmore* (1801, 1 East, 475). And although the older cases said that mere non-interference with an alien enemy residing in this country did not amount to such a licence, even if he had possessed a special licence to reside here granted in times of peace (*Boulton* v. *Dobrie*, 1808, 2 Camp. 162), it may be doubted whether this harsh rule would be recognized nowadays. Probably an alien enemy who remained here on sufferance would be fully protected by our courts with civil as well as criminal sanctions, but he must observe any Order in Council issued under the Aliens Protection Act, just passed.

But what exactly is an "alien enemy?" Three classes of persons come within the definition. One class, of course, consists of the subjects of a foreign power with whom we are at war. A second class consists of British subjects who "adhere to the King's enemies" by residing in the enemy's country after a declaration of war, and trading there without the licence of the Crown: *McConnell* v. *Hector* (1802, 3 Bos. & P., at p. 114). Still a third class consists of neutrals who reside in the enemy's country and trade there: *Sorensen* v. *Reg.* (1857, 1 Moo. P. C. C. 141). These three classes, then, constitute "alien enemies," and with respect to these "alien enemies" no legal obligations are recognized as binding while the war lasts. Such defeasance of legal obligations may be regarded under three heads, as to each of which the legal position is rather different, namely: (1) capacity to contract during the continuance of the war; (2) rights of an alien enemy to property situated in England; and (3) the position of contracts made with an alien enemy before the outbreak of war.

It is settled law that a contract with an alien enemy made after war has commenced (provided he is not resident in this country under the protection of the Crown, in which case he ceases to be an alien enemy) is void *ab initio*, so that on the conclusion of peace it remains void for all purposes: *Willisen* v. *Patteson* (1817, 7 Taunt. 439). A prisoner of war is under the King's protection and a contract with him is valid: *Sparenburgh* v. *Bannatyne* (1797, 1 Bos. & P. 163). Indeed, until 1782, when a statute avoided all contracts for the ransoming of prisoners, an alien prisoner could enforce such a contract in our courts. With these apparent, but not real, exceptions, however, all contracts with alien enemies were void, and trading contracts with an "alien enemy" were actually illegal—in the absence of a licence from the Crown to carry on such trade: *The Hoop* (1799, 1 Ch Rob., pp. 196–200). Such trade was a misdemeanour and property employed in it was subject to confiscation: *Land* v. *Lord North* (1785, 4 Dougl. 266). But, curiously enough, licences to trade with alien enemies were by no means infrequent. Thus a general licence to enter into certain trades with Russian subjects was granted by Order in Council at the outbreak of the Crimean War. And licences to individuals might be either express or implied, but were not assignable (*Feize* v. *Thompson*, 1808, 1 Taunt. 121)—as one would expect from the legal maxim *Delegatus non potest delegare*.

As regards property, a somewhat less unfavourable position for alien enemies existed. Such property may be regarded as consisting of either *choses in possession* or *choses in action*. The former class of property, in the absence of a licence, seems to be absolutely confiscated to the Crown, unless disposed of before the outbreak of hostilities—or, at any rate, before the departure of the alien enemy after such outbreak: *The Johanna Emilie* (1854, 2 Eng. Prize Cas., at p. 254). But in fact the right of confiscation appears not to have been exercised since 1793, and according to existing practice the property of a peaceably disposed alien enemy who remained in England would not be forfeited. As regards *choses in action*, the position of an alien

enemy is somewhat different; it would seem that, although once regarded as forfeitable to, and enforceable for its own benefit by, the Crown (*Attorney-General* v. *Weeden & Shales*, 1699, Parker, 267), yet such *choses in action* nowadays merely remain in suspended animation until war is over. An action commenced in our courts by a trustee for an alien enemy is not maintainable while war lasts (*Brandon* v. *Nesbitt*, 1794, 6 Term. Rep. 23), and one commenced before the outbreak of hostilities is automatically stayed until their conclusion: *Le Brett* v. *Papillon* (1804, 4 East, 502). Even where judgment has been recorded *ante bellum*, it is probable that execution is stayed on declaration of war. And according to the late Lord DAVEY, even where the defence has not pleaded that the plaintiff is an alien enemy, the court can, of its own motion, inquire into his *status*: *Janson* v. *Dreifontein Consolidated Mines (Limited)* (1902, A. C. 484).

But this question as to *choses in action* brings us to our third, namely, the effect of war upon contracts with alien enemies made prior to the war. This would seem to depend on whether the contract is executed or executory. If the contract is executory, *i.e.*, if both parties have under it outstanding promises to perform, then it is mutually avoided on the outbreak of hostilities: *Potts* v. *Bell* (1800, 8 Term. Rep. 548). This, indeed, seems only a special case of the well-known general rule, illustrated in the celebrated series of *Coronation Seat Cases* in 1903, that an executory contract lapses on the happening of an event, not contemplated by the parties, which renders its performance impossible. On the other hand, an executed contract, *i.e.*, a contract in which one party has still to perform his promise whereas he has received the whole of his consideration—*e.g.*, a contract or sale where the property has passed but the price has not been paid—such a contract remains valid, but unenforceable during the continuance of hostilities; the remedy is suspended and revives on the conclusion of peace: *The Hoop* (1799, *supra*).

Reviews.

Equity.

A PRACTICAL EXPOSITION OF THE PRINCIPLES OF EQUITY: ILLUSTRATED BY THE LEADING DECISIONS THEREON. FOR STUDENTS AND PRACTITIONERS. By H. ARTHUR SMITH, M.A., LL.B. (London), Barrister-at-Law. FIFTH EDITION. Stevens & Sons (Limited). 21s.

Equity, as is well known, arose from the practical necessity of having a system of jurisprudence to supply the rigour and defects of the common law. Trust, fraud, and accident were supposed to be the origin of the jurisdiction; but the recognition of the equity of redemption, notwithstanding the legal right of redemption was absolutely forfeited, brought mortgages within its scope: and the Court of Chancery, having thus got hold of the administration of matters relating to property, extended its jurisdiction so as to enforce on the parties obligations which were not recognized at law. Hence arose such doctrines as those of conversion, election, and satisfaction. Mr. Smith, in his very useful exposition of the principles of equity, distinguishes between its substantive principles and those which sprang out of its procedure. Thus Part I. deals with cases where the jurisdiction rests on the distinct substantive principles of equity, and, speaking generally, it covers the matters above noticed. Part II deals with cases where the jurisdiction rests on the distinctive procedure of equity, and includes administration of assets, partnership, specific performance and injunctions. The division seems to be practical, and it enables Mr. Smith to give a lucid account of the whole subject. So far as recent judicial decision goes, the leading expositions of equitable principles have been in connection with the inviolability of the equity of redemption, and these cases—*Salt* v. *Marquis of Northampton* (1892, A. C. 1), *Noakes* v. *Rice* (1902, A. C. 24), *Reeve* v. *Lisle* (1902, A. C. 461), and so on—are given at pp. 267–271, and there must now be added the recent decision of the House of Lords in *Kreglinger* v. *New Patagonia Co.* (*ante*, p. 97; 1914, A. C. 25); and as regards the statement of the principles of equity, we may refer to the section dealing with election as a good instance of the author's concise but clear exposition. The doctrine that election rests on compensation and not forfeiture—finally established by Lord Eldon in *Gretton* v. *Haward* (1 Swanst. 433)—is well stated at p. 494. The book is serviceable to the practitioner no less than to the student.

Encyclopædia of the Laws of England.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND. Edited by MAX. ROBERTSON, Barrister-at-Law. SECOND EDITION. VOL. SIXTEEN. SUPPLEMENTARY VOLUME CONTAINING AMENDMENTS AND ADDITIONS TO THE END OF 1913. Sweet & Maxwell (Limited); W. Green & Son (Limited.)

The second edition of this useful encyclopædia was published in 1906 to 1909. The previous annual supplementary volumes were stated to be for temporary use only, but no such statement is inserted in this volume, and we gather that it is intended to rank as a permanent part of the series, containing the necessary amendments and additions to the end of 1913. How numerous these are is shown by the Table of Cases which appears to include over 3,000 fresh decisions. At such a pace does our case-law grow! The volume follows the arrangement of the principal work, and its use in connection with that work is facilitated by the insertion of the number of the appropriate volume at the head of each page. Perhaps the most important addition is the statement at pp. 423 *et seq.* of the provisions of the Finance Act, 1910, though for practical purposes the statement might have been made much shorter. A brief exposition of the scheme of the Act, pointing out the relevant sections on I.V.D. and the mode of valuation and other matters, would no doubt be useful; but for the actual provisions it is better to refer to the Act itself, where, indeed, the provisions are more intelligibly arranged; see, for instance, "assessable site value" on p. 425, where the various sub-clauses are all pressed together into the same paragraph. Other statutes which have required to be incorporated are the Copyright Act, 1911, and the Perjury Act, 1911, and to facilitate the use of the Companies Act, 1908, and the Licensing Act, 1910, tables are given shewing the corresponding sections in the previous statutes. The numerous workmen's compensation cases are collected under Employers' Liability, but a cross-reference from Master and Servant, and Workmen, would have enabled them to be found more readily.

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, ESQ., Barrister-at-Law.

IX.

(Cases decided since the last Epitome, Vol. 58, page 613.)

(2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

Lewis and Others v. *Port of London Authority* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 24th and 25th of June, 1914).

FACTS.—A workman met with an accident through a heavy strut falling on his back, and was incapacitated for three months. He resumed work for six months, but was never so well as he had been before the accident, suffering from kidney trouble. He was then operated on, when it was found that he had a large tumour, and also four kidneys instead of two. The operation was successful, but owing to weakness of the scar a further operation had to be performed. He was leaving hospital after this operation when he fell dead owing to a clot of blood caused by it having travelled to his lungs. The dependants claimed compensation, and the county court judge made an award in their favour. The medical evidence was that the tumour had probably existed from birth, but might have been made malignant by the blow.

DECISION.—Having regard to the fact that the workman had always had good health before the accident, the judge was right in drawing the inference which he did. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 11th of July, 1914, p. 686; *L. T.* newspaper, 4th of July, 1914, p. 238.)

Woodhouse v. *Midland Railway Co.* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 3rd and 13th of July, 1914).

FACTS.—A goods porter received injuries by accident which incapacitated him from working as a porter, but he was employed as a mess-room attendant at the same wages. In November, 1913, there was less work in consequence of a railway strike in Dublin, which resulted in his being off duty for four days which were not consecutive. For this he claimed 7s. 10d. compensation, but the county court judge made an award in favour of the employers.

DECISION.—The judge arrived at a correct conclusion. There was no evidence that he sought light work elsewhere on any of the four days. (*From note taken in court.* Case reported *Times*, 14th of July, 1914; *L. T.* newspaper, 25th of July, 1914, p. 316; *W. N.*, 25th of July, 1914, p. 331.)

Taylor & Co. v. *Clark* (H.L.: Lords Loreburn, Dunedin, Atkinson, Shaw and Parmoor, 17th of July, 1914).

FACTS.—A workman met with an accident and was paid compensation for over two years and a half by the employers. They then ceased to do so on the ground that the incapacity resulting from the injuries had ceased. The workman instituted proceedings, and the Sheriff-substitute found that the incapacity from the injuries had ceased, and that the enforced idleness, added to a natural tendency to obesity, had made him so fat that he was only fitted for sedentary employment; he therefore made an award in favour of the employers, but his decision was reversed by a majority of the First Division of the Court of Session.

DECISION.—There was evidence to support the decision of the Sheriff-substitute. (Case reported *L. J.* newspaper, 25th of July, 1914, p. 454; *W. N.*, 25th of July, 1914, p. 327.)

(3) DECISIONS ON THE ASSESSMENT OF AMOUNT OF COMPENSATION.

The Dependants of James Cue (deceased) v. *Port of London Authority* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 12th of June, 1914).

FACTS.—A dock labourer was killed by accident. At the arbitration it was proved that he was employed in work of a casual character, had been employed by the employers for an average of forty-two weeks yearly for the past three years, and in that time had earned £150; also that he was a good worker and that he had worked for other employers who paid higher wages. The county court judge held that the deceased had been employed under concurrent contracts of service, and awarded £300.

DECISION.—There were no concurrent contracts of service; compensation should be assessed by reference to the average earnings of a workman in the same grade under the same employer only, regard being had to the personal qualifications of the deceased. (*From note taken in court.* Case reported *L. T.* newspaper, 27th of June, 1914, p. 211; *W. N.*, 27th of June, 1914, p. 280.)

Thompson v. *Richard Johnson and Nephew (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 16th of June, 1914).

FACTS.—A man, who had for some time been employed as a labourer earning 21s. or 22s. weekly, was, in February, 1912, put, with some other of the employers' labourers, to manage wire-drawing machines, at which work he earned 37s. 6d. weekly. On the 13th of May, 1913, he met with an accident which necessitated the amputation of two fingers. By the 6th of September he had recovered sufficiently to do that work, but in the meantime the Wire Drawers' Society threatened to call out their men if any man were employed on the machines who were not members of their society. The applicant was willing to join the society, but, under their rules, was too old to do so. Arbitration proceedings were started, at which the employers urged that compensation should only be based on what the applicant could earn as a labourer, and that as he was able to do that work he was only entitled to a declaration of liability. The county court judge held that the applicant was a skilled man, and, being handicapped by the loss of two fingers in finding employment as such, was entitled to compensation at the rate of 5s. weekly.

DECISION.—The applicant was above the grade of ordinary labourer, but in the absence of evidence, how far, if at all, he was prejudiced in obtaining employment as a skilled workman, there must be a declaration of liability; if the applicant could shew subsequently that he was prejudiced there could be an award in his favour. Appeal allowed. (*From note taken in court.* Case reported *W. N.*, 27th of June, 1914, p. 281; *L. T.* newspaper, 27th of June, 1914, p. 212.)

(4) DECISIONS ON THE WORD "WORKMAN" AND AS TO SEAMEN.

Kemp v. *Lewis* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 11th of June, 1914).

FACTS.—A quarryman went on the 9th of July, 1913, after his work was done, to work as a hay harvester; he fell off a cart and was seriously injured. He was paid no wages, but sometimes on such occasions was given supper, and generally beer. The county court judge held that there was a contract of service, the remuneration being slight, but not negligible;; he assessed the earnings as being equal to 2d. weekly per annum, and made an award for 10s. 3d. weekly, adding his earnings as a quarryman.

DECISION.—The contract of service found by the judge was illegal under the Truck Acts, and therefore could not be a contract of service under the Workmen's Compensation Act. Further, this was only a voluntary act done in the expectation of a reward. Appeal allowed. (*From note taken in court.* Case reported *L. T.* newspaper, 27th of June, 1914, p. 213; *L. J.* newspaper, 27th of June, 1914, p. 386; *W. N.*, 20th of June, 1914, p. 264).

Mortimer v. *Wisker* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 16th of June, 1914).

FACTS.—A seaman sailed in a ship of thirty-five tons, which was for sale in Norway. The ship had been on the British register, but the registration had been cancelled on the 8th of March, 1913; she sailed on the 18th of March and was lost on the voyage, the seaman being drowned. The county court judge awarded compensation to the dependant.

DECISION.—Under the Merchant Shipping Act, 1894, section 2, ships over thirty tons must be registered, and if not registered shall not be recognised as a British ship. In this case the ship was over that tonnage and was not registered; therefore the seaman was not one of those to whom the Workmen's Compensation Act applied by virtue of section 7. Appeal allowed. (*From note taken in court.* Case reported *Times*, 17th of June, 1914; *L. T.* newspaper, 27th of June, 1914, p. 211; *L. J.* newspaper, 27th of June, 1914, p. 396; *W. N.*, 27th of June, 1914, p. 281).

Burman v. *Zodiac Steam Fishery Company* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 10th, 11th and 23rd of June and 13th of July, 1913).

FACTS.—A cook on a steam trawler met with an accident, and the only question was whether he was excluded from compensation under section 7 (2) of the Workmen's Compensation Act. He was engaged by the mate at 24s. weekly, and as he assisted the seamen on deck he also received what is known as stocker and liver money, which were the proceeds of the sale of certain portions of the fish. In the running agreement his wages were entered as 20s., and the column headed "share of fishing profits" was struck through. Stocker was sold by the owner, and the proceeds, which were considerable, were handed to the skipper and divided by him among the crew. The county court judge held that the cook was not paid by a share in the profits and awarded compensation.

DECISION.—The running agreement did not contain the whole terms of the agreement. Everything taken up in the trawl belonged to the owners, and therefore the cook received his share of stocker from the owners, and it was part of the gross earnings of the vessel. Appeal allowed. (*From note taken in court.* Case reported *Times*, 14th of July, 1914; *L. T.* newspaper, 25th of July, 1914, p. 316; *W. N.*, 25th of July, 1914, p. 329.)

Williams v. *Owners of Steam Trawler Duncan* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 23rd of June and 13th of July, 1914).

FACTS.—A seaman on a sole-catching vessel met with an accident; he received 20s. a week wages, and would have been entitled to stocker and liver money had there been any. There was evidence that on the next trip the men asked for and received extra wages because there is so little stocker on a sole-catching vessel. The county court judge awarded compensation.

DECISION.—There was evidence on which the judge could hold that stocker and liver money were so small as not to be part of the earnings. (*From note taken in court.* Case reported *Times*, 14th of July, 1914; *L. T.* newspaper, 25th of July, 1914, p. 317; *W. N.*, 25th of July, 1914, p. 329.)

McCord v. *The Owners of Steam Trawler City of Liverpool* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 6th and 13th of July, 1914).

FACTS.—A seaman on a sole-catching vessel met with an accident. His wages were 24s., instead of 20s., which it would have been on vessels which were not sole-catching, but he did on one trip receive a small sum from stocker. The county court judge awarded compensation.

DECISION.—There was evidence on which the judge could find that stocker was so small as not to amount to a share of the profits. (*From note taken in court.* Case reported *Times*, 14th of June, 1914; *L. T.* newspaper, 25th of July, 1914, p. 317; *W. N.*, 25th of July, 1914, p. 329.)

(To be continued.)

CASES OF LAST SITTINGS.

Court of Appeal.

ALLEN *v.* **FRANCIS.** No. 1. 28th and 30th July.

WORKMEN'S COMPENSATION—ACCIDENT—WORKMAN DRAWING SICK BENEFIT FROM APPROVED SOCIETY—PROCEEDINGS FOR COMPENSATION INITIATED BY SOCIETY—RETAINER GIVEN BY WORKMAN TO SOLICITOR—NATIONAL INSURANCE ACT, 1911 (1 & 2 GEO. 5, c. 55), s. 11 (2).

A workman who had met with an accident applied for and obtained 10s. a week sick benefit from the approved society in which he was insured. The society took the view that the employer was liable, and its solicitors threatened him with proceedings. At a later date the workman signed and gave a retainer to the society's solicitors, who forthwith commenced proceedings. At the hearing, the county court judge, having read the correspondence, asked counsel for the workman whether he was instructed by the workman or by the society, and upon his declining to answer the question, dismissed the application without hearing the applicant's or any other evidence.

Held, that the application should not have been dismissed at that stage, but should have been heard, and the facts gone into.

Appeal by the applicant from an award of the county court judge at Southend. The workman was a carter, and was injured by accident while loading his cart on the 5th of September, 1913. Upon the approved society's solicitors claiming compensation, the employer denied liability. The society then instructed their solicitors to inform Allen that, if he wished it, they would act for him free of charge, and upon being told this he signed a retainer authorizing them so to act. The other material facts are fully stated in the considered judgment of the court, which was delivered by

Lord COZENS-HARDY, M.R., who said the appeal raised an important question. Allen met with an accident which might or might not have arisen out of and in the course of his employment with the respondent, and he applied for and obtained 10s. a week sick pay from the Prudential, his approved society. The Prudential then, by a letter of the 31st of January, 1914, wrote to Francis threatening proceedings. This was apparently done without any authority from Allen. They instructed their local solicitors, who, on the 11th of February, wrote to Francis' solicitors, saying they were instructed to act for Allen. The only instructions apparently were from the Prudential. On the 26th of March a retainer was signed by Allen instructing the local solicitors of the Prudential to act for him in proceedings against Francis. On the 31st of March proceedings were commenced in the name of Allen against Francis. When the matter came before the county court judge he asked counsel whether he was instructed by the approved society, and for whom he appeared. Counsel, in his discretion, did not answer the question, and the county court judge thereupon dismissed the application with costs. No evidence was before the judge except the correspondence and a written retainer, but Allen was ready to be called. In the opinion of the court the judge struck too soon. He ought to have heard Allen, and perhaps other witnesses, and fully ascertained the facts. If he had then come to the conclusion that it was not really Allen's application, and that his name was merely being used by the Prudential, the order dismissing the application would have been proper. Up to a certain point it appeared the Prudential were acting solely in their own interest, and were using Allen's name to help them. But on and after the 26th of March Allen was apparently acting in his own interest. The retainer, though not conclusive, was *prima facie* evidence. There were three points which deserved attention: (1) A workman desiring to make a claim against his employer might be helped by his trade union, or by his club, or by his approved society; (2) an approved society could not of its own accord use the name of a workman except in the events and upon the terms mentioned in section 11 (2) of the National Insurance Act, 1911 (*Rushton* v. *Skey*, *ante*, p. 685) and perhaps the most important of those terms was that the approved society thereby became liable to pay costs to the employer; (3) the course taken by the Prudential, at least in the early stages, was irregular, and might be a means of evading the provisions of section 11 (2) and escaping the liability to pay costs. The award must be set aside, and the matter go back to the county court judge for hearing, but the court thought there should be no costs of the appeal.—COUNSEL, *Holman Gregory*, K.C., and *Douglas Knocker*; *Edgar T. Dale*. SOLICITORS, *A. E. Pratt*, for *E. Houghton Fry & Young*, Southend; *Dennes Lamb & Gould*, for *Dennes, Lamb & Drysdale*, Southend.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

OLLIER *v.* OLLIER AND DAVIS. No. 1. 29th June.

DIVORCE—DISSOLUTION OF MARRIAGE ON GROUND OF ADULTERY OF WIFE—VARIATION OF SETTLEMENT—AMOUNT OF ALLOWANCE TO WIFE—INSERTION OF CLAUSE DUM CASTA ET SOLA VIXERIT.

Where a decree of dissolution of marriage is pronounced on the ground of the wife's adultery, the court, in making any variation of a settlement executed upon the marriage, ought as a general rule to insert in the settlement a condition that the allowance made to the wife should only be paid to her so long as she remains chaste and single. Allowance of £1 10s. *a week reduced on appeal to* £1.

Squire *v.* Squire (1905, *P.* 4) *approved.*

Lander *v.* Lander (1891, *P.* 161) *not followed.*

Appeal of the petitioner from an order of Bargrave Deane, J. The parties were married in 1902, and there were two children of the marriage. The husband by an ante-nuptial settlement assigned certain property, part of his mother's residuary estate, to trustees upon trust to pay the income to the respondent for life, but no notice of this settlement was ever given to the trustees of the mother's will, and they continued to pay the income to the husband. In 1910 the parties executed a separation deed, by which the husband covenanted to pay the wife five guineas a week for the maintenance of herself and her children so long as she remained chaste and he received the income. Subsequently the husband instituted divorce proceedings, and in 1913 obtained a decree *nisi* against her, naming a co-respondent who defended the proceedings by the same solicitor. The decree was made absolute in November, 1913, and the husband then presented a petition for variation of the settlement by cutting off the respondent's allowance entirely. The learned judge made an order that the respondent's allowance should be reduced to 30s. a week, but refused to insert a *dum casta et sola* clause. The petitioner appealed, on the ground that the allowance was excessive, having regard to the net income, and that the clause ought to be inserted.

THE COURT allowed the appeal.

SWINFEN EADY, L.J., stated the facts of the case and, proceeding, said that the learned judge below had ordered that the wife was to receive £1 10s. a week, or £78 a year, and though he was asked to insert a *dum casta et sola* clause, he refused to do so. The husband appealed on the ground that, having regard to the total income of the settled property, the amount ordered to be paid to the wife was excessive, and also that, in the circumstances, the *dum sola* clause ought to be inserted. The question of income was not thoroughly gone into below, and the materials before the learned judge, and upon which he decided it, were not satisfactory. It had been there stated that the gross rents of the property, after deducting chief rents and mortgages, but nothing else, were £1,000 a year. The true figures were now before the court, and it appeared that, after making proper deductions for outgoings, the average income of the property for the last three years was £137. Here the whole fund had been brought into settlement by the husband, and it was unusual to allow a guilty wife more than half the income of the settled property. Counsel for the wife had relied on *Lander* v. *Lander* (1891, P. 161), where the clause was omitted, but the principles which should guide the court in cases of the kind were clearly laid down by Jeune, P., in *Squire* v. *Squire* (1905, P. 4), where he said, "In the view I take of this class of case it is material that the *dum casta* clause should be inserted. The wife should know and should be made to feel that her livelihood depends upon her leading a chaste life in the future. In cases where the wife has not been proved to have committed adultery I should be slow to insert the *dum casta* clause. But where the wife is proved guilty of adultery I am of opinion that the strongest pressure should be put upon her not to lapse again into sin. . . . Although I do not lay so much stress on the *dum sola* clause I think that, too, ought to be inserted, and that the husband ought not to be called on to contribute to the support of his divorced wife if she should become the wife of another man." That principle was in accordance with other cases such as *Wigney* v. *Wigney* (7 P. D. 177) and *Clifford* v. *Clifford* (9 P. D. 76). The Court of Appeal in a clear case would interfere with the discretion of the court below. The proper order would be to allow the wife £52 a year, or £1 a week out of the fund, and to insert the *dum sola et casta* clause in the settlement.

PICKFORD, L.J., concurred.—COUNSEL, *Hume Williams*, K.C., and *W. Rayden*; *Barnard*, K.C., and *Roland Gwynne*; *Le Bas*. SOLICITORS, *Radford & Frankland*, for *Walker, Dean & Co.*, Manchester; *F. G. Aylett*; *Barlow, Barlow & Lyde*, for *James Chapman & Co.*, Manchester.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* MURRAY AYNSLEY. KYRLE *v.* TURNER.** Joyce, J. 27th and 28th May; 17th July.

WILL—BEQUEST FOR PURCHASE OF LAND—SUBSEQUENT GIFT *inter vivos*—CODICIL—CONFIRMATION OF WILL—ADEMPTION.

By his will dated the 31st of December, 1904, a testator gave £500 *to trustees for the purchase of land to be used as glebe land for the parish of M. In 1905 the testator purchased a plot of land for* £375, *and conveyed it to trustees upon trust for the benefice of M. in memory of his wife. By a codicil, made in 1911, the testator, after making some specific bequests, in all other respects confirmed his will.*

Held, that the legacy of £500 *had not been either wholly or in part adeemed by the subsequent gift of the land purchased in 1905.*

The Rev. J. C. Murray Aynslie, by his will dated the 31st of December, 1904, bequeathed the sum of £500 to trustees upon trust to invest the same in the purchase of land in the parish of Madley, Herefordshire, such land to be used as glebe land for the vicarage of the parish church of Madley, and to be conveyed and assured to the persons or body or bodies politic or corporate entitled to receive, take and hold the same for such purposes. The testator also declared in the will that the above-mentioned bequest was made in pursuance of his wife's desire to do something for the parish. The evidence also shewed that in 1898, shortly after the death of his wife, the testator verbally informed the vicar of the parish that his wife would have desired him to give to the parish a certain piece of land called St. Mary's Meadow. In August, 1905, the testator purchased this land for £375, the vicar contributing £48. By a conveyance, dated the 25th of November, 1905, which recited that the testator had purchased the said land with the object of presenting it to the benefice of Madley in memory of his wife, the testator thereby conveyed St. Mary's Meadow to the Hereford Diocesan Finance Association upon trust for the augmentation of the endowment of the incumbent for the time being of the parish of Madley, subject to such interests and obligations, as if it were part of the glebe of the parish. Subsequently a memorial tablet to the testator's widow, mentioning this gift, was erected in the church by the vicar. By a codicil dated the 17th of November, 1911, the testator made sundry specific bequests, and in all other respects confirmed his will. The testator died in 1913. This summons was taken out by the trustees of the will to determine whether the legacy of £500 was wholly or in part, and to what extent, adeemed by the conveyance of the 25th of November, 1905.

JOYCE, J., in the course of a considered judgment, stated the facts, and said: This is not a case between relatives, but between strangers, and there is no doubt that where legacies are given to mere strangers, the doctrine of ademption or satisfaction has never been applied, except in peculiar circumstances, as for instance where the legacy is given for a particular purpose, and a portion is afterwards given by the testator

inter vivos for the same purpose and none other. In the case of a stranger the *onus probandi* is distinctly upon those who contend that the two provisions are to be construed as one, whereas in the case of children the *onus* is on those who contend for the double portion. It is not absolutely clear in some cases what is the meaning of the words "given for the same purpose." In *Re Pollock, Pollock* v. *Worrall* (28 Ch. Div. 552) a testatrix bequeathed £500 "according to the wish of my husband," and afterwards paid £300 to the legatee with a contemporaneous entry that such payment was a legacy from her husband, and it was held that this was paid in respect of the legacy, and there was no doubt about it. [His lordship read a passage from Lord Selborne, C.'s, judgment, at p. 556.] Whatever difficulty may be created by the introduction of the consideration of moral obligations other than those arising from the parental relation, this case finally established that, where the amount of the subsequent gift was less than the legacy, the ademption, if any, is only *pro tanto*. Here, then, was a gift of a particular piece of land, which was discussed before the will was made, and it may have been an act of spontaneous bounty independent of the legacy or of any moral obligation, if any, created by the wife's request to do something for the parish. There is no inconsistency between the two gifts. The conveyance was in 1905, and in 1911 the testator made a codicil in which, after giving legacies, he confirmed his will in all other respects. The effect of such a codicil, as stated by Stirling, J., in *Re Fraser, Lowther* v. *Fraser* (1904, 1 Ch. 734), is to bring the will down to the date of the codicil, as if the testator had made a new will containing the same dispositions as the original one, but with the variations contained in the codicils. No doubt, where a legacy has been adeemed or satisfied, the confirmation in terms of the will by a codicil may or may not be merely formal, and it will not set up again the legacy which has been adeemed or satisfied, but where there is a serious doubt whether there has been ademption or not, the fact of the codicil subsequently confirming the will is important; see Stirling, L.J., in *Re Scott, Langton* v. *Scott* (1903, 1 Ch. 14), referring to *Ravenscroft* v. *Jones* (4 D. J. & S. 224), and *Roome* v. *Roome* (3 Atk. 183). I cannot assent to the view that these words in the codicil have no meaning. The codicil must be taken to mean what it says. If the testator himself made the codicil, I must assume he did not intend to adeem, as it must be taken that, when he confirmed the will, he had this disposition in mind; if a draftsman made it, I can only say no professional draftsman does, or ought to, frame a codicil without having the will before him. On the whole, therefore, I come to the conclusion that there has been no ademption in this case.—COUNSEL, *Dighton Pollock* and *A. H. Droop; H. E. Wright; Whitmore Richards.* SOLICITORS, *Crowders, Vizard, & Oldham*, for *Humfrys & Symonds*, Hereford; *Cree & Turner*, for *E. Stanley Lloyd*, Ludlow.

[Reported by R. C. CARRINGTON, Barrister-at-Law]

Re **H. E. THORNE & SON (LIM.).** Astbury, J. 15th July.

BANKRUPTCY — MUTUAL DEALINGS — SET-OFF — INSOLVENT COMPANY—WINDING-UP—SECURED CREDITOR—MORTGAGE OF CHATTELS—INSURANCE IN THE NAME OF THE CREDITOR—RECEIPT OF THE INSURANCE MONEY BEFORE WINDING-UP—SURPLUS AFTER DEDUCTING SECURED DEBT—SET-OFF AGAINST UNSECURED DEBT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 38—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 207.

Where there has been clear mutuality in dealings between A and B, and no specific contract ousting the operation of section 38 of the Bankruptcy Act, 1883, A, having a surplus after deducting his secured debt, can set that surplus off against the unsecured debt of B, and prove for the balance in the bankruptcy of B or in the winding-up of the B company, as the case may be.

This was an originating summons in which a question arose as to whether the respondents were entitled to set off under the mutual dealings a section of the Bankruptcy Act, 1883, namely, section 38, a section which is made applicable to insolvent companies by section 207 of the Companies (Consolidation) Act, 1908. The company was incorporated in 1901 to carry on business in Barbadoes. It had considerable business dealings with the British Cotton Growing Association, of Manchester, who were respondents to the summons, and borrowed money from them on two bills of sale, charging machinery at Barbadoes. The company covenanted by these bills of sale to repay the loans and to insure the machinery for £1,600, and it was agreed that if the company made default in insuring, the respondents might insure and charge the premiums on the machinery. The English rates were lower than the Barbadoes rates, and accordingly the company asked the respondents to insure the machinery, which they did in their own names in an English office, and charged the premiums to the company. The company's premises were burnt down on the 22nd of July, 1910, and practically all the machinery was destroyed. On the 9th of August, 1910, the company arranged with the insurance company's agent in Barbadoes to take over the injured machinery at the price of £150 on the respondents' behalf, and on the 9th of September, 1910, the respondents received the balance, £1,450 in cash, from the insurance company, thereby recovering the whole £1,600. The company was wound up voluntarily, in pursuance of a special resolution which was passed on the 8th of September, and confirmed at a meeting held on the 23rd of September, 1910. The company was insolvent. At the date of the winding-up £744 was due on the bills of sale, which had been partly paid off, so that, after deducting their secured debt, the respondents had a balance of £856 insurance money in hand, but they also had unsecured book debts of £2,099 against the company. This summons was taken out to determine whether they had a right of set-off or whether they must pay the £856 to the liquidator and prove for the whole of their unsecured debt.

ASTBURY, J., after stating the facts and reading section 38, said: In this case there were mutual dealings which resulted in cross money claims a fortnight before the winding-up. This is not a case like *Eberle's Hotels and Restaurant Co.* v. *Jones* (1887, 18 Q. B. D. 459), for there the claim was a claim in detinue, which is primarily a claim for the return of the goods. In some of the other cases cited to me—namely, the cases of *Re Pollit* (1893, 1 Q. B. 455), *Re Mid-Kent Fruit Factory* (1896, 1 Ch. 567), and *Ex parte Caldicott* (1884, 25 Ch. D. 716)—the money had been advanced for a specific purpose, and it would have caused a breach of the special contract to allow a set-off. *Talbot* v. *Frere* (1878, 9 Ch. D. 568) was a special case not under section 38 at all, and in the cases of *Re Gregson* (1887, 36 Ch. D. 223) and *Re Gedney* (1908, 1 Ch. 804), the cross claims were not in fact mutual. In the present case there is clearly mutuality, and there is no specific contract ousting the effect of section 38. I accordingly hold that this is a case where there can and must be set-off in accordance with that section.—COUNSEL, *Cave*, K.C., and *Galbraith; the Hon. Frank Russell*, K.C., and *Dighton Pollock*. SOLICITORS, *Druces & Attlee; Busk, Mellor, & Norris*, for *Sale & Co.*, Manchester.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **BRAUNSTEIN & MARJOLAINE (LIM.). PHILIPSON** *v.* **THE COMPANY.** Sargant, J. 10th July.

COMPANY—DEBENTURES—RECEIVER AND MANAGER—JEOPARDY.

There is jeopardy, entitling to the appointment of a receiver, where, at a directors' meeting, the auditor's unchallenged statement was that, if the amount of the principal secured by the debentures could be realized after clearing off the company's liabilities, that was as much as could be hoped for; and where the evidence also went to shew that, just prior to the meeting, the plaintiff in this debenture-holders' action had been informed by one of the directors that the company's funds and credit were exhausted, but that the creditors were being held off temporarily by the personal credit of that director, and that the employees at one of the branches of the business had been, or were about to be, dismissed, and had heard aliunde *that the premises of that branch had been put into agents' hands for the purpose of letting them.*

Re Tilt Cove Copper Co. (Limited) (57 SOLICITORS' JOURNAL, 773; 1913, 2 *Ch.* 588) *and* Re Victoria Steamboats (1897, 1 *Ch.* 158) *followed.*

This was a motion for the appointment of a named person as receiver and manager of the assets comprised in the debentures of the company, of some of which debentures the plaintiff was a registered holder. The notice of motion also asked for liberty to appoint an agent in Paris to manage and work the company's business there. The debentures gave a floating charge on the assets of the company, and the evidence shewed (1) that the principal money was not yet due; (2) that for some time past the management of the company's business had been unsatisfactory; (3) that a few days before the meeting of directors, at which the auditor made a statement, one of the directors had informed the plaintiff that the employees of one of the branches of the business had either been, or were about to be dismissed, and that branch closed down; (4) that the premises occupied by that branch had been placed in the hands of agents for the purpose of letting them; (5) that the company's funds and credit were exhausted; (6) that the creditors of the company were only held off temporarily by the personal credit of a certain director; (7) that at the directors' meeting aforesaid the auditor had made a statement that if the £3,000, the amount of the principal secured, could be realized after clearing off the company's liabilities, that was as much as could be hoped for, and that such statement had gone unchallenged. Counsel in support of the application said that a receiver should be appointed on the grounds of jeopardy, in accordance with the principle enunciated in the cases of *Re Tilt Cove Copper Co. (Limited)* (57 SOLICITORS' JOURNAL, 773; 1913, 2 Ch. 588) and *Re Victoria Steamboats* (1897, 1 Ch. 158). It is not here a question of insufficiency alone, as in the case of *Re New York Taxicab Co. (Limited)* (57 SOLICITORS' JOURNAL, 98; 1913, 1 Ch. 1). *Re London Pressed Hinge Co. (Limited)* (1905, 1 Ch. 577) is an authority for the proposition that a receiver may be appointed, although nothing is payable in respect of principal or interest.

SARGANT, J., after stating the facts, said: I think this case is covered by the decision in *Re Tilt Cove Copper Co. (ubi supra)*, and I accordingly make the order appointing a receiver and manager in accordance with the terms of the notice of motion.—COUNSEL, *Owen Thompson*. SOLICITOR, *J. D. Arthur*.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **BRITISH RED CROSS BALKAN FUND. BRITISH RED CROSS SOCIETY** *v.* **JOHNSON.** Astbury, J. 16th July.

RESULTING TRUST—FUND RAISED BY SUBSCRIPTION FOR A PARTICULAR OBJECT—UNAPPLIED SURPLUS—RESULTING TRUST FOR THE SUBSCRIBERS—RULE IN CLAYTON'S CASE.

The rule in Clayton's case (1816, 1 *Mer.* 585) *is a mere rule of evidence and not an invariable rule of law, and therefore it was held not to apply in the case of the redistribution of the unused surplus of a fund subscribed for assisting the sick and wounded in the Balkan War, which surplus accordingly became distributable under a resulting trust among all subscribers to the fund rateably, and not payable to*

the latest subscribers in full of their subscriptions so far as the surplus would go.

This was an originating summons to determine what was to be done with the surplus of moneys collected for the British Red Cross Balkan Fund to assist the wounded in the Balkan War. The facts were these: In October, 1912, the British Red Cross Society issued an appeal to the public for subscriptions to a special fund for assisting the sick and wounded in the Balkan War. Sums amounting to over £28,000 were subscribed from time to time and distributed from time to time during the war by the British Red Cross Society. At the close of the war there was an unexpended balance of over £12,000 in the hands of the society, which admittedly belonged to some or all of the subscribers by way of resulting trust. In July, 1913, the society sent out a circular asking whether this latter sum might be devoted to the general purposes of the society. A large majority of the subscribers consented to this course being adopted, a few dissented, and a considerable number did not reply at all. Some of the dissenting subscribers wished to have their money returned to them, and some wished to give it to another fund. The question to be decided was whether the rule in *Clayton's Case* (1816, 1 Mer. 585) was applicable. If that rule was applicable the accounts shewed that the balance in hand must be treated as derived from subscriptions coming in, on, or after the 8th of November, 1912, and such balance would belong to subscribers who had subscribed on or after that date, and they could have their subscriptions back in full if they so desired. If, on the other hand, the rule was not applicable, the expenditure would be treated as made rateably out of all the subscriptions, irrespective of the dates on which they were sent, and the unexpended balance would then belong to all the subscribers rateably in proportion to the amounts which they had subscribed to the fund.

ASTBURY, J., after stating the facts and reading Lord Halsbury's observations on the rule in *Clayton's case* (1816, 1 Mer. 585) in *The Mecca* (1897, A. C. 286), said: This rule is a mere rule of evidence and not an invariable rule of law, and the circumstances of any particular case may or may not afford ground for interfering with it. The transactions of the parties are not intended to come under the general rule. In my judgment, in the present case, the rule is obviously inapplicable, and I hold that the balance of this money belongs to all the subscribers rateably in proportion to their subscriptions. Accordingly those subscribers who wish their money returned to them, and are unwilling to leave it for the general purposes of the society, are entitled to such proportion of their subscriptions as the total amount unexpended bears to the total amount subscribed. —COUNSEL, *Howard Wright; Roger Turnbull; H. O. Danckwerts.* SOLICITORS, *Freshfields.*

[Reported by L. M. MAY, Barrister-at-Law.]

JACKSON *v.* KNUTSFORD URBAN DISTRICT COUNCIL.
Eve, J. 9th July.

LOCAL GOVERNMENT—OBSTRUCTIVE BUILDING—PULLING DOWN—UNHEALTHY DWELLING-HOUSES—WORKSHOP—HOUSING OF THE WORKING CLASSES ACT, 1890 (53 & 54 VICT. c. 70), ss. 38, 41—HOUSING, TOWN PLANNING, &C., ACT, 1909 (9 ED. 7, c. 44), ss. 23, 46.

The 38th section of the Housing of the Working Classes Act, 1890, is not limited to dwelling-houses, but applies to buildings of every description. A workshop, therefore, may under the section be ordered to be pulled down by the local authority.

This was an action for a declaration that the plaintiffs were entitled to the enjoyment of a workshop without let or hindrance from the defendants, and for an injunction to restrain the defendants from taking steps to demolish the building. The plaintiffs were the owners and occupiers of a workshop constructed and used for no other purpose. The defendants gave notice to the plaintiffs that they proposed to deal with the workshop as an "obstructive building" under section 38 of the Housing of the Working Classes Act, 1890, as amended by section 46 and the second Schedule of the Housing, Town Planning, &c., Act, 1909. Subsequently the defendants ordered part of the workshop to be pulled down, and the plaintiffs did not appeal from the order. The defendants then gave notice under section 38, sub-section 4, to the plaintiffs that they intended to purchase the land on which the workshop was erected, and the plaintiffs gave notice that they wished to retain the site of the building on receiving compensation for the pulling down. Negotiations were entered into, but no agreement being come to, the defendants gave notice that they would apply for the appointment of an arbitrator under section 38, sub-section 6, and section 41 of the Act, 1890. The plaintiffs then commenced this action, and contended that the workshop was not a "building" within the meaning of section 38 of the Act of 1890, and therefore could not be ordered to be pulled down. On behalf of the defendants, it was argued that section 38 was not limited to dwelling-houses, but applied to buildings of every description.

EVE, J.—Two questions arise in this case. First, whether the workshop belonging to the plaintiffs is a "building" within section 38 of the Act of 1890. Secondly, whether if the workshop is not such a building the plaintiffs are estopped by their conduct from alleging the contrary. The building in question is used as a mechanic's workshop, and for that purpose only, and is not a dwelling-house. On these facts the plaintiffs say that the workshop is not a "building" within the meaning of section 38, and cannot therefore be ordered to be removed. The logical result of that argument would be that no building not a dwelling-house could be removed by the local authority. The Act of 1890 consolidated the previous Acts, the object of which was the substitution of sanitary for insanitary houses, and wide powers are given to local authorities for discharging those duties. Part II. of the Act deals, with one exception, with unhealthy houses and the removal of any building which interferes with ventilation or makes other buildings unfit for human habitation. These provisions are to be found in section 38, and the exception in section 39 which deals with aggregation of houses not necessarily unfit for human habitation. The owner of any dwelling-house is entitled to compensation under section 39, but section 38 does not provide for compensation. Section 38 commences with these words: "If a medical officer of health finds that any building within his district, although not in itself unfit for human habitation," &c. The plaintiffs rely on the parenthetical clause "although in itself unfit for human habitation," and say that the section is confined to dwelling-houses unfit for human habitation, and does not apply to this building, which was never intended for human habitation. Sub-section 7, of section 38, of the Act of 1890, as amended by section 46 and the second Schedule of the Act of 1909, throws considerable light on section 38, and shews that the introductory words of section 38 are not to be limited to dwelling-houses, as the plaintiffs contend, but includes buildings of every description. The action therefore fails on this ground. His lordship then dealt with the question of estoppel, and held that the plaintiffs, by their conduct, were estopped from denying that the workshop was a building within the meaning of section 38. The action therefore also failed on that ground.—COUNSEL, *F. Brocklehurst; E. Sutton.* SOLICITORS, *Frank Patteson*, for *Cutter, Deuchar & Broadsmith*, Manchester; *Cunliffe, Davenport & Blake*, for *Ashworth & Inman*, Manchester.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

FENWICK & CO. (LIM.) *v.* THE MERCHANTS' MARINE INSURANCE CO. (LIM.). Bailhache, J. 25th June.

MARINE INSURANCE—POLICY—RUNNING DOWN CLAUSE—CONSTRUCTION—COLLISION WITH ANOTHER SHIP—OTHER SHIP'S COLLISION WITH A THIRD SHIP—INSURER'S LIABILITY FOR DAMAGE TO THIRD SHIP.

A ship, the owners of which were insured on the terms that, if the ship came into collision with any other ship, and in consequence thereof the assured became liable to pay damages, the damages should be paid by the insurers, collided with another ship, and the other ship, partly in consequence of the collision and partly in consequence of suction and backwash caused by the insured ship, collided with a third ship.

Held, that the underwriters were liable under the policy to the owners of the insured ship for the damage done to the third ship.

The plaintiffs in this case were the owners of the steamship *Cornwood*, and the defendants were the underwriters of a policy of marine insurance. By the policy, dated the 8th of September, 1911, the defendants insured the hull and machinery of the ship for one year from the 1st of September, 1911. On the 4th of October, 1911, *The Cornwood* and another ship, *The Rouen*, were going up the river Seine. *The Cornwood*, which was behind *The Rouen*, and desired to pass her, gave the necessary signals, but as she attempted to pass, another ship, *The Galatee*, came down the river and, in avoiding the latter, *The Cornwood*, by negligent steering, came across *The Rouen*. *The Rouen* struck *The Cornwood* a glancing blow about 30 feet from the stern of *The Cornwood*. The blow was only a slight one, and very little damage was done to either vessel. *The Cornwood* ran into the bank, and the backwash from the propeller operated upon the starboard bow of *The Rouen*, and she came into collision with *The Galatee* coming down the river. That collision was a serious one, and the damage done was large. The owners of *The Cornwood* were held liable to pay that damage, and they now claimed that the underwriters were liable to repay them under the terms of the policy. The clause in question was as follows:—"It is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons. . . ."

BAILHACHE, J., said it was contended on the part of the defendants that the collision between *The Rouen* and *The Galatee* was not a consequence of the collision between *The Rouen* and *The Cornwood*, although the collision between *The Rouen* and *The Cornwood* was one of the incidents that happened before the collision between *The Rouen* and *The Galatee*. The evidence had satisfied him that when two vessels were passing each other in shallow water an influence was exercised by the faster vessel upon the slower, and the nearer the vessels got to one another the more that influence was felt. It was true in one sense to say that the collision between *The Rouen* and *The Galatee* was not due to the collision between *The Rouen* and *The Cornwood*—that was to say, it was not due to the actual impact between those two vessels. He thought that the collision between *The Rouen* and *The Galatee* was due to the fact that *The Cornwood* got

so near to *The Rouen* that the two forces that were put into operation by her—namely, the force of suction and the backwash from her propeller—drove *The Rouen* towards *The Galatee*. He was not satisfied that those two forces would have operated with such force if the two vessels had not been in such close proximity. He did not think it was necessary that *The Rouen* should have been driven into *The Galatee* by the impact between *The Rouen* and *The Cornwood*. He thought it was sufficient that forces set in operation by *The Cornwood* caused the collisions between *The Rouen* and *The Cornwood*, and also between *The Rouen* and *The Galatee*. In his opinion, the collision between *The Rouen* and *The Galatee* was such a consequence of the collision between *The Rouen* and *The Cornwood* as brought it within the meaning of the running down clause in the policy. Lord Selborne's judgment in *M'Cowan* v. *Baine* (1891, A. C. 403) had been referred to, but it seemed to him that where there was a collision between two vessels, followed immediately by a collision with a third vessel, it would be construing a mercantile contract too literally if he were to hold that the collision between *The Rouen* and *The Galatee* was not a consequence of the collision between *The Rouen* and *The Cornwood*. He, therefore, held the underwriters liable on the policy.—COUNSEL, *Roche*, K.C., and *Balloch*; *Scott*, K.C., and *Mackinnon*. SOLICITORS, *Botterell & Roche*; *Waltons & Co.*

[Reported by J. B C. TREGARTHEN, Barrister-at-Law.]

Bankruptcy Cases.

Re **GEIGER**. *Ex parte* **GEIGER**. Hornidge and Lush, JJ. 20th and 21st July.

BANKRUPTCY—TAXATION OF COSTS—RIGHT OF BANKRUPT TO ATTEND TAXATION OF TRUSTEE'S COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), RR. 112-124, GENERAL REGULATIONS 16, 17.

When a bankrupt is in a position to pay the debts in and costs of his bankruptcy in full, and has a surplus left over, the registrar has discretion to allow him to attend the taxation of the trustee's costs, and should exercise such discretion in favour of the bankrupt as he is the person by whom the costs have to be paid.

Appeal against the refusal of the registrar of the county court at Kingston to re-open the taxation of the trustee's costs, withdraw his allocatur, and allow the bankrupt to attend the taxation. There was no other debt in the bankruptcy than that of the petitioning creditor, £941 7s. 7d. On the 8th of September, 1913, the bankrupt's wife died, and under her will he inherited about £20,000. On the 21st of January, 1914, he paid £941 7s. 7d. to the trustee, and on the 22nd of January he applied for the annulment of his bankruptcy, but his application was opposed by the trustee as premature, the costs of the bankruptcy not yet having been ascertained or provided for, and was dismissed. The trustee then suggested that £1,500 should be paid to him to cover the debt and costs. This was done, and an undertaking given to find any further sum that might be necessary. Thus all liabilities were provided for, and the bankruptcy was annulled on the 7th of April, 1914. The letters from the bankrupt's solicitors, referred to hereafter in the judgments, shewed clearly that the bankrupt was expecting to attend the taxation of the trustee's costs, and investigate his remuneration. There was supposed to be a committee of inspection, but it consisted of the one creditor alone, whereas, by section 22, sub-section 1, of the Bankruptcy Act, 1883, it "shall consist of not more than five, nor less than three, persons." Therefore, there was no sanction by the committee of inspection to the employment of a solicitor under section 57, nor was there any sanction by the Board of Trade in the absence of a committee of inspection as provided by section 22, sub-section 9. On the application before the registrar, the trustee produced a letter from the Board of Trade in another bankruptcy in 1908, stating that, where there was only one creditor, he formed a committee of inspection in himself. The costs were all taxed without the knowledge of the bankrupt, who did not find it out until after he had obtained the annulment. He made his application to the registrar on the 26th of May; the registrar held that he had no discretion to grant it, and, if he had, would not have exercised it in favour of the bankrupt. On the hearing of the appeal, counsel for the bankrupt contended that *Re Duncan* (8 Morr. 297, 9 Morr. 61), *Re Vavasour* (1900, 2 Q. B. 309), and *Re Smith* (1910, 2 K. B. 346) shewed that a bankrupt who paid his debts in full, and had a surplus, might be allowed to attend the taxation of the trustee's costs. In the present case the bankrupt had been prevented from applying for leave to be present before the costs were taxed, because the fact that they were being, or about to be, taxed, was concealed from him, and he ought to be allowed to re-open the taxation. Counsel for the respondent contended that the bankrupt had no right to attend, and that if he had, there was nothing he could object to, because the trustee's remuneration had been fixed, and the employment of solicitors authorized, by the committee of inspection consisting of the one creditor. They also objected that the solicitors to the trustee had not been made parties to the application, and as they had been paid their costs, they were affected by the application.

HORRIDGE, J.—This is an appeal from the registrar of the county court at Kingston refusing an application made to him to review his taxation of the costs of the trustee in the bankruptcy of Geiger, and to set aside his allocation. The registrar held that he had no discretion to re-open the taxation, or set aside the allocation, and that if he had he would not have exercised it in this case. The facts are as follows:—The bankrupt, prior to January, 1914, came into a large sum of money, more than enough to pay the amount due to the one creditor in the bankruptcy, and all the costs of the bankruptcy. Negotiations went on between the solicitors to the bankrupt and the solicitors to the trustee, which ended in the bankrupt depositing £1,500 in the hands of the trustee, and undertaking to find any further sum, should it be needed, to pay the debt and costs in the bankruptcy in full. The trustee thereupon allowed the bankrupt's application for annulment to proceed, and promised to account for any surplus there might be remaining out of the £1,500. The application to annul the bankruptcy was heard and allowed on the 7th of April, 1914. The position at that time as to costs was as follows:—On the 26th of February the solicitors to the bankrupt had written to the solicitors for the trustee: "We hope to hear that you will soon be ready to carry in your bill of costs for taxation." The bill was lodged at once, and no intimation thereof whatever was given to the bankrupt's solicitor. The bill was taxed, and an allocatur for £218 10s. 5d. was made on the 12th of March. That bill had been paid before the application for annulment was heard. After the annulment a further bill was lodged, dealing with the costs of a motion by a person claiming to be a creditor, who had unsuccessfully appealed against the rejection of his proof. On that rejection the trustee had been given party and party costs against the applicant, but no order had been made that he was to take the solicitor and client costs out of the estate. When that bill was carried in the bankruptcy had been already annulled, and, though I will not decide the question here, I think a serious question arises as to whether the allocatur on that bill ought ever to have been given, there being no bankruptcy then in existence in which the registrar could purport to tax. A further question arises on that allocatur, which also I will not decide. There was only one creditor in the bankruptcy, and he appointed himself a committee of inspection, and purported to fix the remuneration of the trustee at 12½ per cent., and to give authority to the trustee to employ solicitors. A letter was produced from the Board of Trade, written in 1908, and stating that when there was only one creditor, that creditor formed the committee of inspection. I think it a serious question for argument whether that view of the Board of Trade is right. There are, therefore, two points on which argument can be made, and the case must go back to the registrar on those points, provided that the bankrupt has any right to attend the taxation at all, either as of right or by leave of the registrar. No rule provides for his attendance. Rules 120 and 122 require notice to be given to the official receiver, and, since 1913, give him the right to attend. Prior to 1913 the official receiver had no right to attend, but the court could give him leave to attend as representing the Board of Trade: *Re Nash* (1896, 1 K. B. 13). I think that the cases of *Re Duncan* (8 Morr. 297, 9 Morr. 61) and *Re Vavasour* (1900, 2 Q. B. 309) shew that the registrar has discretion to allow the bankrupt to attend. I think, therefore, that if the bankrupt had known of the taxation, and applied for leave to attend it, the registrar would have had discretion to allow him to attend, and I cannot imagine a more proper case for giving the bankrupt leave to attend. The trustee was not an independent person, and, therefore, it is a case in which discretion properly exercised would have allowed the bankrupt to attend. I think the bankrupt was misled as to the taxation of these costs, and his solicitors might reasonably have expected to hear when the costs were going to be taxed. The bankrupt had no knowledge that the costs had been taxed until after the annulment, and therefore his application must be sent back for reconsideration by the registrar, and the trustee's solicitors must be made parties to the application.

LUSH, J.—The position at the date of the first allocatur was this: On the 3rd of February an undertaking was given to provide all the money needed to provide for the annulment of the bankruptcy. On the 5th of February the bankrupt's solicitors asked the trustee's solicitors to arrange for the taxation of the trustee's costs on the afternoon of the day fixed for hearing the application to annul. On the 26th of February they again wrote that they hoped that the trustee would soon be ready to bring his bill in for taxation. On the

27th of February the trustee's solicitors wrote in reply, merely stating that they proposed to attend the application for annulment by counsel. In fact, they had already lodged the bill on the 26th. On the 28th of February the bankrupt's solicitors wrote that their client would object to bearing the expense of the trustee's appearance by counsel. Therefore the trustee's solicitors had ample notice that the bankrupt expected to attend and object to items on taxation. The taxation proceeded without the bankrupt being told of it, and on the 12th of March the very costs objected to by the bankrupt were allowed. On the 24th of April the bankrupt's solicitors inquired when the bill was going to be taxed, and said they would require a copy of it. On the 26th of April they pressed for an answer to their inquiry, and were eventually informed that the costs had been already taxed. I agree with Horridge, J., that, under some circumstances, the bankrupt ought to have leave to attend the taxation of the trustee's costs, and, if there ever are cases in which he ought to have leave to attend, this is a clear instance of one. He was the only person concerned, for he had to pay the costs in question. I agree that we cannot deal with the two points mentioned by Horridge, J., and that the case must be sent back to the registrar. Leave to appeal granted.—COUNSEL, *Gore Browne*, K.C., and *Frank Mellor; Clayton*, K.C., and *Tindale Davis*. SOLICITORS, *Williams & James; Munns & Longden*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

Solicitor Ordered to be Struck Off the Rolls.

July 30.—JAMES BARTON. 25, Manchester-street, Liverpool, ordered to be struck off the rolls.

New Orders, &c.

Declaration of State of War Between Great Britain and Germany.

The following statement was issued from the Foreign Office at 12.15 on Tuesday morning :—

> Owing to the summary rejection by the German Government of the request made by his Majesty's Government for assurances that the neutrality of Belgium will be respected, his Majesty's Ambassador at Berlin has received his passports, and his Majesty's Government have declared to the German Government that a state of war exists between Great Britain and Germany as from 11 p.m. on August 4.

A Royal Proclamation.

The King, says the *Times*, held a Privy Council at Buckingham Palace at 4 o'clock on Monday afternoon for business connected with the Army mobilization. Lord Allendale, Lord Granard, and Sir William Carington attended, and Lord Morley, Lord President of the Council, was present and acted in that capacity.

Following upon the Council there was issued the fifth supplement to the *London Gazette* of Friday last. It contained :—

(1) A Proclamation for calling out the Army Reserve and Embodying the Territorial Force; and as regards the latter giving the Army Council power to make special arrangements with regard to units or individuals whose services may be required in other than a military capacity;

(2) A Proclamation for continuing soldiers in Army service; and directing that all who after this date would be entitled to be transferred to the Reserve shall continue in Army service until legally discharged or transferred to the Army Reserve;

(3) A Proclamation relating to the Militia Reserve of the Island of Jersey, and ordering that the Militia Reserve of the Island as a whole be recalled to active service;

(4) A Proclamation regarding the Defence of the Realm; and

(5) An order authorizing the Lords Commissioners of the Admiralty to call on officers of the Reserved and Retired Lists to hold themselves in readiness for active service, and to suspend, where thought fit, compulsory retirement from the Active List on account of age.

The following is the text of the Proclamation regarding the Defence of the Realm :—

BY THE KING.

A PROCLAMATION

REGARDING THE DEFENCE OF THE REALM.

GEORGE R.I.

WHEREAS by the Law of Our Realm it is Our undoubted prerogative and the duty of all Our loyal subjects acting in Our behalf in times of imminent national danger to take all such measures as may be necessary for securing the public safety and the defence of Our Realm;

And whereas the present state of public affairs in Europe is such as to constitute an imminent national danger.

Now, THEREFORE, We strictly command and enjoin Our subjects to obey and conform to all instructions and regulations which may be issued by Us or Our Admiralty or Army Council, or any officer of Our Navy or Army, or any other person acting in Our behalf for securing the objects aforesaid, and not to hinder or obstruct, but to afford all assistance in their power to, any person acting in accordance with any such instructions or regulations, or otherwise in the execution of any measures duly taken for securing those objects.

Given at Our Court at *Buckingham Palace*, this Fourth Day of August, in the year of Our Lord one thousand nine hundred and fourteen, and in the Fifth year of Our Reign.

GOD SAVE THE KING.

Aircraft Prohibition.

The following notice was issued on Monday night by the Home Secretary :—

In pursuance of the powers conferred on me by the Aerial Navigation Acts, 1911 and 1913, I hereby make, for the purposes of the safety and defence of the Realm, the following order :—

I prohibit the navigation of aircraft of every class and description over the whole area of the United Kingdom and over the whole of the coastline thereof and territorial waters adjacent thereto.

This order shall not apply to naval or military aircraft, or to aircraft flying under naval or military orders; nor shall it apply to any aircraft flying within three miles of a recognized aerodrome. R. MCKENNA.

Restrictions on Foreign Enemies.

TIME LIMIT FOR FREE DEPARTURE.

The Home Office issued the following statement on Wednesday night :—

Under the Aliens Restriction Act passed to-day an Order in Council has been made for the purpose of restricting the movements of alien enemies from, to, and in the United Kingdom.

1. After August 10, 1914, alien enemies will not be allowed to leave the United Kingdom at any port without special permit. Until that date they may leave by the following ports :—

Aberdeen	Bristol
Dundee	Holyhead
West Hartlepool	Liverpool
Hull	Greenock
London	Dublin
Folkestone	Rosslare
Falmouth	

2. After to-day alien enemies will not be allowed to land in the United Kingdom except with special permit, and then only at the above-mentioned ports.

3. Alien enemies must register themselves with the police, and will be subject to special regulations as to the areas in which they may reside.

Postponement of Payments.

A PROCLAMATION

FOR POSTPONING THE PAYMENT OF CERTAIN BILLS OF EXCHANGE.

GEORGE R.I.

WHEREAS in view of the critical situation in Europe and the financial difficulties caused thereby it is expedient that the payment of certain bills of exchange should be postponed as appears in this Proclamation :

NOW, THEREFORE, WE have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation, and We do hereby proclaim, direct, and ordain as follows :—

If on the presentation for payment of a bill of exchange, other than a cheque or bill on demand, which has been accepted before the beginning of the fourth day of August, nineteen hundred and fourteen, the acceptor re-accepts the bill by a declaration on the face of the bill in the form set out hereunder, that bill shall, for all purposes, including the liability of any drawer or indorser or any other party thereto, be deemed to be due and be payable on a date one calendar month after the date of its original maturity instead of on the date of its original maturity, and to be a bill for the original amount thereof increased by the amount of interest thereon calculated from the date of re-acceptance to the new date of payment at the Bank of England rate current on the date of the re-acceptance of the Bill.

Form of Re-Acceptance.

Re-accepted under Proclamation for £ (*insert increased sum.*)

Signature

Date

Societies.

University College.

The Joseph Hume Scholarship in Jurisprudence, tenable at University College, has been awarded to Mr. E. M. Duke.

The Postponement of Payments Act, 1914.

The following is the text of the Act for postponing certain payments :—

An Act to authorise His Majesty by Proclamation to suspend temporarily the payment of Bills of Exchange and payments in pursuance of other obligations.

[*3rd August* 1914.

Be it enacted, &c. :—

1. *Power to Postpone Payments by Royal Proclamation.*—(1) His Majesty may by Proclamation authorize the postponement of the payment of any bill of exchange, or of any negotiable instrument, or any other payment in pursuance of any contract, to such extent, for such time, and subject to such conditions or other provisions as may be specified in the Proclamation.

(2) No additional stamp duty shall be payable in respect of any instrument as a consequence of any postponement of payment in pursuance of a proclamation under this Act unless the proclamation otherwise directs.

(3) Any such proclamation may be varied, extended, or revoked by any subsequent proclamation, and separate proclamations may be made dealing with separate subjects.

(4) The proclamation dated the third day of August, nineteen hundred and fourteen, relating to the postponement of payment of certain bills of exchange is hereby confirmed and shall be deemed to have been made under this Act.

2. *Short Title and Duration.*—(1) This Act may be cited as the Postponement of Payments Act, 1914.

(2) This Act shall remain in force for a period of six months from the date of the passing thereof.

[For the Proclamation see under "New Orders."]

Legal News.

Appointments.

Mr. HENRY LANNOY CANCELLOR has been appointed to be a Metropolitan Police Magistrate in the place of Mr. A. C. Plowden, who has resigned. Mr. Cancellor was called to the bar by the Inner Temple in 1883. He has practised on the Western Circuit and at the Hampshire, Middlesex, and London Sessions.

At a meeting of the Islington Borough Council last week Mr. CLARENCE G. E. FLETCHER, barrister-at-law, town clerk of Bethnal Green, was elected Town Clerk of Islington at a salary starting at £800 a year.

Mr. ARTHUR CARR, of Southport, solicitor, has been appointed a Commissioner to Administer Oaths in England. Mr. Carr was admitted in June, 1908.

Changes in Partnerships.

Dissolution.

E. MACKIE and I. SEYMOUR WATTS, solicitors, Ealing and London. June 17. [*Gazette*, Aug. 4.

General.

On Friday, the 31st ult., the Royal Assent was given to the Finance Act, the Agricultural Holdings Act, the Government of the Sudan Loan Act, the Police (Weekly Rest-Day) (Scotland) Act, the Affiliation Orders Act, the University of Sheffield Act, the Superannuation (Ecclesiastical Commissioners and Queen Anne's Bounty) Act, and about seventy private Acts; on the 4th inst. to the Suspension of Payments Act, and on the 6th inst. to the Aliens Restriction Act and the Prize Courts (Procedure) Act.

Mr. H. T. Wakelam, engineer and surveyor for the county of Middlesex, in his annual report states that the heavy motor traffic rendered the improvement of the highways so imperative that during the past year the council had agreed to contribute £146,010 13s. 1d. towards re-surfacings and widenings, and further expenditure was in contemplation amounting to £372,000, towards which the Road Board has been asked to contribute. It has been decided to apply for a ten-miles speed limit for Fortis Green-road, Finchley.

At Berne on the 3rd inst. the Swiss National Council assembled in extraordinary session. The President of the Council announced that Switzerland had received assurances from the French and German Governments that they would respect her neutrality. While they accepted with gratification such assurances, the Swiss Government, he said, were taking all the necessary precautions for the defence of the Fatherland, and were confident that the Army would be ready for all emergencies. All the members of Parliament, including the Socialists, welcome the Government's proposals. Colonel von Sprecher has been appointed Commander of the Swiss Army.

By a private Bill under consideration by a Committee of the House of Lords on the 31st ult. the Corporation of Sheffield, which owns the tramway system in that city, sought authority to run motor-omnibus services over four routes in Derbyshire and the West Riding of Yorkshire. A committee of the House of Commons had inserted in the Bill a clause requiring Sheffield to contribute to the outside road authorities three-eighths of a penny per car mile in each of the three years immediately following the establishment of the omnibus services, and in each year of every subsequent period of three years a sum equal to one-half of the extra cost of the upkeep of the roads due to the omnibus traffic. The Lords' Committee upheld the decision of the other House generally, but held that any road grant from the Exchequer should be utilized to diminish *pro rata* the expense borne by the county councils and the Corporation, and that in no case should the benefit of the grant accrue solely to the Corporation.

Lord Weardale concludes a letter to the *Times* of the 5th inst. on the war as follows :—The indignation of Austria at the crime of Serajevo is as natural as the racial and religious sympathy of Russia with the Servian people; but what rational man can contend that such a question and such temporary antagonisms can justify the horrors of a great European war—the worst, perhaps, the world has ever seen—with its countless dead and maimed, its ruined homes, its irremediable industrial losses? Both victors and vanquished can only emerge from such a conflict bankrupt in resources and in all the higher attributes of humanity. And swift retribution will come. The workers of the world who have been ruthlessly called upon, for causes which they do not in the least understand, to risk their lives and shed the blood of their fellow men with whom they have no cause for enmity or quarrel, will sternly demand and enforce from their leaders and guides an exact account of their stewardship.

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LTD.—We are informed that this Company has acquired the License Insurance business of the London and Lancashire Life and General Assurance Association, Ltd. We notice that the Ocean Accident and Guarantee Corporation, Ltd., also has withdrawn from this class of business. The Licenses Insurance Corporation claims that it has, in this manner, lived down in the course of its career the competition of no less than seven rival Companies.

The Property Mart.

Forthcoming Auction Sales.

Oct. 15.—Messrs. RICHARD ELLIS & SON, by Tender, City Surplus Land (see advertisement, back page, July 18).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, July 31.

ANCHOR SAVINGS AND INVESTMENT CORPORATION, LTD.—Creditors are required, on or before Aug 29, to send in their names and addresses, and the particulars of their debts or claims, to Frank Holt, 8, Cook st, Liverpool, liquidator.

BENUE SYNDICATE, LTD.—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Trewsek, Finsbury House, Blomfield st, liquidator.

E. T. BOTTOM, LTD.—Creditors are required, on or before Sept 11, to send their names and addresses, and the particulars of their debts or claims, to R. Ewart Crane, 8, Paternoster row, liquidator.

CAIRO SYNDICATE, LTD.—Creditors are required, on or before Sept 14, to send in their names and addresses, and the particulars of their debts or claims, to Robert William Outram, 26, Charing Cross liquidator.

JACOBS BROS, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. L. R. Dickson, 48, Copthall av, liquidator.

GEORGE SHAND, LTD.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. A. W. M. Colson, 66, Highbury hill, liquidator.

SINAI PETROLEUM SYNDICATE, LTD.—Creditors are required, on or before Sept 16, to send in their names and addresses, and the particulars of their debts or claims, to Robert William Outram, 26, Charing Cross, liquidator.

SOUTHEND ON SEA CHARABANC CO, LTD.—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Wilson, 106, High st, Southend on Sea, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Aug 4.

CHAPLIN, MILNE, GRENFELL & CO, LTD.—Creditors are required, on or before Oct 31, to send in their names and addresses, and particulars of their debts or claims, to Sir William Plender, 6, Princes st, Liquidator.

HALLIWELL, DEARNALEY & CO, LTD.—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Abel Dearnaley, Bryn, Chamber rd, Oldham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 31.

Higginbottom & Co, Ltd.
Stanley, Tarpin & Co, Ltd.
A. Hesse & Co, Ltd.
Hargreaves (Birmingham), Ltd.
Southgate Hardware Co, Ltd.
Primrose Ring Mill, Ltd.
Kibbd, Ltd.
Wackerle'd Coal Co, Ltd.
Accumulator Industries, Ltd.
Zungeru (Northern Nigeria) Tin Syndicate, Ltd.
London Promoting Trust, Ltd.
Hepple & Co, Ltd.
The Cairo Syndicate, Ltd.
The Sinai Petroleum Syndicate, Ltd.
Moser, West and Bateman, Ltd.
B.C.W. Syndicate, Ltd.
Surbiton Cinematograph Theatre, Ltd.
Frank Fielding, Ltd.
Thomas & Wilkin, Ltd.
Tin Concessions, Ltd.
Surburban Newspapers, Ltd.
Leland (Cornwall) Exploration Syndicate, Ltd.
Dry Gas Electric Fire Extinguisher Co, Ltd.
Beauty Syndicate, Ltd.
Leighton & Friend, Ltd.
Dieudonné Hotel, Ltd.

London Gazette.—TUESDAY, Aug 4.

Walmsleys, Ltd, Hereford.
Maikop Moscow Oil Co, Ltd.
Ancobra Exploration and Dredging Co, Ltd.
United Nigerian Tin, Ltd.
Carlton (Liverpool), Ltd.
Ninkada Tin Fields of Nigeria, Ltd.
Mombo Rubber Plantation, Ltd.
Bury Church House, Ltd.
North Western Properties, Ltd.
Friend Sykes Chemical and Engineering Co, Ltd.
International Bleachers' Corporation, Ltd.
Hackney Furnishing Co, Ltd.
Treport Terrasse, Ltd.
Willesden High School, Ltd.
Cosmo Contracting Syndicate, Ltd.
Easther, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette.—TUESDAY, July 28.

ALLEN, ANNE, Spalding, Lincs Aug 24 Maples & Son, Spalding
ASHTON, ELIZABETH, Princes gdns Aug 31 Cunliffe & Co, Manchester
BARRATT, THOMAS JAMES, Bell-Moor, Hampstead Aug 31 Chapple & Son, Gresham st
BAWDEN, CHARLES FREDERICK, Malvern rd, Dalston Aug 31 Reynolds & Miles, Basinghall st
BENSON, JOHN, Macclesfield Aug 29 Hand, Macclesfield
BRAMALL, EMILY MAUD, Rhos on Sea, Denbigh Aug 24 Batty & Co, Manchester
BRAMLEY, JAMES, Shadwell, Leeds Sept 6 Barland & Plackett, Leeds
BREWER, MARY JANE, Lytham, Lancs Aug 31 W & J Cooper Preston
BROCK, SAMUEL CHARLES, Gifford st, Islington, Cartage Contractor Sept 5 Stiebel & Farwell, Norfolk st, Strand
BULLIVANT, MARIA, Lavenham, Suffolk Aug 24 Steed & Steed, Sudbury
BUXTON, GEORGE FREDERICK ARMSTRONG, Burley in Wharfedale, Yorks Sept 1 Pulleyne & Son, Leeds
COCKSHAW, JOHN, Honley, nr Huddersfield Aug 23 Sykes, Huddersfield
CROSSLAND, JAMES, Worrall, nr Sheffield Aug 18 Hillar, Sheffield
DAVIES, DAVID, Brynhyfryd, Swansea Aug 10 Price, Swansea
DUNKLEY, ELIZABETH, Northampton Aug 31 J & C Markham, Northampton
EGERTON, Rt Hon FRANCIS CHARLES GRANVILLE, Earl of Ellesmere Aug 24 Barber & Son, St Swithin's ln
GARDNER, EMMA, Whitehorse b'dgs, Boot st, Hoxton Aug 25 Evans & Co, Theobalds rd
GREENE, MARY DOROTHEA LUCY, Pembroke gdns, Kensington Aug 31 Powell & Skues, Essex st, Strand
HARVEY, WILLIAM, Rotherham Aug 24 J & S Harris, Leicester
HAYWARD, JANE, Elford, Staffs Aug 31 Ansell & Sherwin, Birmingham
HERRING, EDITH, St Stephens by Saltash, Cornwall Aug 22 Bawes & Dickinson, Stonehouse, Plymouth
HODGES, JAMES POWELL, Cheltenham Aug 31 Grimes, Gloucester
JESSEL, ERNEST EDWARD, Queen's gdns, Hyde Park Aug 24 Budd & Co, Bedford row
KENTLE, THOMAS, Stanpit, Christchurch, Southampton, Gardener Aug 24 Mooring & Co, Christchurch
LAWTON, WILLIAM, Porthill, Staffs Aug 12 Hollinshead, Tunstall
MEAD, ELIZABETH, New Brighton, Chester Aug 28 Read & Brown, Liverpool
MEYRICK, WILLIAM CHARLES, Stevenage rd, Bishop's pk Oct 1 Rowe & Warren, Ilfracombe
MIMPRESS, JESSIE ALICE DU BOIS, St Leonard's on Sea Aug 24 Andrews & Co, Essex st, Strand
MOFFATT, GEORGE AUGUSTUS FREDERIC, Haydock, Lancs Aug 31 Upton & Co, Laurence Pountney hill
NAYLER, WILLIAM JOHN, Church st, Hampton, Middlx Sept 30 Cozens, Hampton
OZANNE, FREDERIC NEWELL, Harrogate, Surgeon Aug 28 Titley & Paver-Crow, Harrogate
PITTMAN, ALFRED, Cromwell rd Aug 22 Griffiths & Roberts, Chancery ln
PRICE, Rev REES CHARLES, Budleigh Salterton, Devon Aug 28 Price, Budleigh Salterton
RAE, JAMES, Manchester, Oil Merchant Aug 28 Sampson & Price, Manchester
REDMAYNE, EPHRAIM BROWNLOW, Southport, Manufacturer Sept 9 Farrar & Co Manchester
ROY, GILBERT, Manchester, Oil Merchant Aug 28 Sampson & Price, Manchester
BOLTON, STEPHEN, South Woodford, Essex Aug 28 Kingsford & Co, Essex st, Strand
SHELTON, THOMAS, Leicester Sept 12 Billson, Leicester
SIMPSON, CATHARINE MARGARET, Clifton, Bristol Aug 25 Perham & Sons, Bristol
SUMMERTON, SARAH HELENA, Hockley, Birmingham Sept 5 Locker, Birmingham
SUMMERTON, THOMAS HENRY, Hockley, Birmingham, Corn Factor Sept 5 Locker Birmingham
SUNDERLAND, EMMA, Halifax, Yorks Aug 30 Walshaw & Son, Halifax
THORNTON, MARY, Skerton, Lancs Aug 31 Clark & Gardner, Lancaster
WARD, JAMES, Dover Sept 3 Mowll & Mowll, Dover

Bankruptcy Notices.

London Gazette.—TUESDAY, July 21.

ADJUDICATIONS.

ARMSTRONG, GEORGE, Barwick House, nr Ware, Herts, Horse Breeder, Hertford Pet June 26 Ord July 17
BAKER, CHARLES ERNEST, Weston super Mare, Commercial Traveller Bristol Pet July 17 Ord July 17
BIRD, LEOPOLD CALVERT, Newport, Mon, Watchmaker Newport, Mon Pet July 16 Ord July 16
BRANDON, ERNEST GEORGE, Carlton cum Chellington, Beds Butcher Bedford Pet July 17 Ord July 17
DANN, EDMUND JOHN, Swansea, Clothier Swansea Pet May 25 Ord July 18
DUNSTAN, CHARLES, Cardiff, Road Contractor Cardiff Pet June 23 Ord July 15
EAGLE, ERNEST GEORGE, Rutland rd, Catford Bridge, Licensed Victualler Croydon Pet June 18 Ord July 16
ELLIS, DAVID WILLIAM, Gobowen, nr Oswestry, Builder Wrexham Pet June 30 Ord July 16
ENNIS, ARTHUR BALLEINE, Tempsford, Beds, Bedford Pet June 24 Ord July 15
FEARNLEY, EBENEZER, Manchester, Tailor's Assistant Manchester Pet July 17 Ord July 17
FRANKEL, AARON, Beresford rd, Canonbury, Manufacturing Furrier High Court Pet June 10 Ord July 17
FRANKEL, LEON, Belfast chmbrs, Essex st, Exhibition Salesman High Court Pet May 15 Ord July 17
GOODE, ANNIE PROCTOR, Leicester Leicester Pet July 18 Ord July 18
GREBBY, JOHN, Barton on Humber, Painter Great Grimsby Pet July 14 Ord July 14
HARPER, JOHN, Worcester, Engineer Mechanic Worcester Pet July 17 Ord July 17
HARRISON, EDWIN JOHN, Owston Ferry, Lincs, Implement Maker Lincoln Pet July 9 Ord July 17
HEWITT, GORDON FLETCHER, Deodar rd, Putney, Cinematograph Film Producer Brentford Pet Jan 6 Ord July 16
HOLT, HENRY CECIL, Upper George st, Bryanston sq, Solicitor High Court Pet Mar 19 Ord July 17
JONES, ITHAMAR, Prince of Wales rd, Battersea, Cotton Merchant Barnet Pet May 7 Ord July 16
KAUFMAN, PHILIP, Southampton, Jeweller Southampton Pet July 2 Ord July 18
LONG, ROBERT, Bressingham, Norfolk, Miller Ipswich Pet June 11 Ord July 18
MANDERS, HORACE, Westmoreland rd, Barnes Wandsworth Pet May 18 Ord July 16
MORGAN, THOMAS, Clydach Vale, Glam, Collier Pontypridd Pet July 16 Ord July 16
MYDDLETON, ALFRED, Crescent gdns, Wimbledon Park Kingston, Surrey Pet Mar 13 Ord July 14
NUTTALL, ADA JANE SNOWDEN, Twickenham Brentford Pet April 29 Ord July 16
OWEN, WILLIAM STANLEY, Rannoch rd, Hammersmith High Court Pet May 18 Ord July 17
PABST, ERIC, Leicester, Yarn Agent Leicester Pet July 16 Ord July 16
PEEL, RICHARD, and FRED PEEL, Selby, York, Horticultural Engineers York Pet July 18 Ord July 18
PEIRCE, HENRY WILLIAM, Caterham, Carriage Builder Croydon Pet June 26 Ord July 16
ROBERTS, ERNEST WILLIAM, Sheffield, Commission Agent Sheffield Pet June 17 Ord July 16
ROE, ROBERT CALVERLEY, FREDERICK CHARLES, BEASLEY, and DAKIN PEDERDY, Mountsorrel, Leicester, Hosiery Manufacturers Leicester Pet July 17 Ord July 17
RYDER, ERNEST EDWARD, Stourbridge, Worcester, Journeyman Saddler Stourbridge Pet July 17 Ord July 17
SCORER, ARTHUR, Rock Ferry, Chester, Coal Merchant Birkenhead Pet July 15 Ord July 17
SMITH, CHARLES, Waltham Cross, Herts, Credit Draper Edmonton Pet June 19 Ord July 18
SUMNER, WILLIAM GEORGE, Studley, Warwick, Coal Merchant Warwick Pet May 5 Ord July 17
THOMAS, HARRY, Nash, Mon, Butcher Newport, Mon Pet July 15 Ord July 15
THORPE, WALTER CHARLES, Sherwood, Notts Nottingham Pet July 17 Ord July 17
WAITE, HORACE GARFIELD, Victoria st, Merchant High Court Pet May 29 Ord July 16
WESTCOTT, PERCY GEORGE, Walthamstow, Essex, Draper High Court Pet July 14 Ord July 16

Amended Notice substituted for that published in the London Gazette of July 14:

GABRIEL, FREDERICK WILLIAM, Park Hall rd, East Finchley, Upholsterer's Trimming Manufacturer High Court Pet July 10 Ord July 10

London Gazette.—FRIDAY, July 24.

RECEIVING ORDERS.

ATKINS, HERBERT, Taplow, Bucks, Builder Windsor Pet July 21 Ord July 21
BAKER, WALTER, Exeter, Builder Exeter Pet July 20 Ord July 20
BOWHAY, GEORGE HENRY, Shrewsbury rd, East Ham, Builder High Court Pet May 19 Ord July 21
BRIGDEN, SIDNEY, Deal, Kent Canterbury Pet July 6 Ord July 18
BROWN, ERNEST, Birmingham, Jeweller Birmingham Pet July 21 Ord July 21
BURGHER, FRANK CHARLES, Victoria st, Westminster High Court Pet June 30 Ord July 21
BUTLER, MICHAEL, High st, Marylebone, Antique Dealer High Court Pet June 9 Ord July 21
CARPENTER, FRED W, Bristol, Theatrical Manager, Bristol Pet April 29 Ord July 21
CHEVERTON, ALBERT MILTON, Town Hall parade, Brixton, Cycle and Motor Dealer High Court Pet July 7 Ord July 21
COLLINGBOURNE & SONS, Newport, Mon, Butchers Newport, Mon Pet July 8 Ord July 20
CRESSWELL, HAROLD, Red Lion sq, Commercial Traveller High Court Pet June 29 Ord July 21
EVANS, JOHN HENRY, Whitchurch, Glam, Coal Merchant Cardiff Pet May 5 Ord July 21
FOSTER, WILLIAM, Park Head, nr Stanhope, Durham Durham Pet July 21 Ord July 21
FOULSTON, FREDERICK, Sheffield, Collector of Taxes Sheffield Pet June 27 Ord July 20
FOX, WILLIAM, Macclesfield, Market Gardener Macclesfield Pet July 20 Ord July 20
GREENWOOD, GRIMSHAW, Bradford, Plumber Bradford Pet July 6 Ord July 22
HEWSON, JOHN HENRY, Kingston upon Hull, Joiner Kingston upon Hull Pet July 20 Ord July 20
HOBBS, WILLIAM, Usk, Mon, Grocer Newport, Mon Pet July 20 Ord July 20
HOLLIS, R H & SON, London st, Greenwich, Tailors Greenwich Pet June 4 Ord June 30
HOLT, ALFRED, Derby, Hay and Corn Merchant Derby Pet July 20 Ord July 20
LACE, THOMAS ALFRED, Buxton, Private Tutor Stockport Pet July 20 Ord July 20
LAWSON, WILLIAM, Treaiaw, Glam, Shunter at Colliery Pontypridd Pet July 20 Ord July 20
LISTER, FREDERICK ERNEST, Wincanton, Somerset, Woollen Spinner Huddersfield Pet July 21 Ord July 21
MORGAN, WILLIAM, Blaenrhondda, Glam, Miner Pontypridd Pet July 22 Ord July 22
MURGATROYD, ALFRED, Leeds, Builder Leeds Pet July 21 Ord July 21
PARRY, THOMAS EMLYN, Cardiff, Draper Cardiff Pet July 10 Ord July 21
ROWE, GEORGE ERNEST, Bradford, Merchant High Court Pet July 7 Ord July 20
ROWLANDS, EVAN THOMAS, Llanfairtalhaiarn, Denbigh, Grocer Wrexham Pet July 18 Ord July 18
SEGGAR, JOHN WILLIAM, Hurworth on Tees, Grocer Stockton on Tees Pet July 20 Ord July 20
VON LENGERKE, RUDOLPH EMIL, Great Hautbois, Norfolk, Civil Engineer Norwich Pet June 24 Ord July 21
WAKEFIELD, JOHN HENRY, Norwich, Potato Merchant Norwich Pet July 22 Ord July 22
WALTERS, LINDSAY ANDERSON, St Paul's churchyard High Court Pet May 18 Ord July 20
WILLIAMS, JOHN RICHARD, Caerphilly, Glam, Grocer Pontypridd Pet July 22 Ord July 22
WILLMER, CHARLES, Katherine rd, East Ham, Drug Stores Proprietor High Court Pet July 22 Ord July 22
YATES, WILLIAM, Freckall, Poulton le Fylde Grocer Blackpool Pet July 22 Ord July 22

Amended Notice substituted for that published in the London Gazette of July 17:

RUTHERFORD, WILLIAM FRANCIS, Louth, Corn Merchant Kingston upon Hull Pet July 2 Ord July 15

Amended Notice substituted for that published in the London Gazette of July 21:

GOODE, ANNIE PROCTER, Leicester Leicester Pet July 18 Ord July 18

FIRST MEETINGS.

ASHFORD, EVAN C, Northampton, Chemist Aug 1 at 12 Off Rec, The Parade, Northampton
BAKER, WALTER, Exeter, Builder Aug 4 at 3 Off Rec, 9, Bedford cir, Exeter
BLUSTIN, J M, Liverpool, Marble Merchant July 31 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
BOWHAY, GEORGE HENRY, Shrewsbury rd, East Ham, Builder Aug 6 at 12 Bankruptcy bldgs, Carey st
BROWN, ERNEST, Birmingham, Jeweller July 31 at 11.30 Ruskins corners, 191, Corporation st, Birmingham
BURGHER, FRANK CHARLES, Victoria st, Westminster Aug 6 at 11 Bankruptcy bldgs, Carey st
BUTLER, MICHAEL, High st, Marylebone, Antique Dealer Aug 6 at 1 Bankruptcy bldgs, Carey st
CHAMBRES, HENRY CHAMBRES, Nantwich, Cotton Broker July 31 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
CHEVERTON, ALBERT MILTON, Town Hall parade, Brixton, Cycle and Motor Dealer July 31 at 1 Bankruptcy bldgs, Carey st
CRESSWELL, HAROLD, Red Lion sq, Commercial Traveller Aug 6 at 11 30 Bankruptcy bldgs, Carey st
DEALTRY, JAMES BERESFORD, Richmond, Surrey July 31 at 11 30 132, York rd, Westminster Bridge rd
GREENWOOD, GRIMSHAW, Bradford, Plumber Aug 4 at 3 Off Rec, 12, Duke st, Bradford
HARRISON, EDWIN JOHN, Owston Ferry, Lincoln, Implement Maker Aug 4 at 12.15 Off Rec, 10, Bank st, Lincoln
HEWSON, JOHN HENRY, Kingston-upon-Hull, Joiner Aug 5 at 11.30 Off Rec, York City Bank chmbs, Lowgate, Hull
HOLLIS, R H & SON, London st, Greenwich, Tailors July 31 at 12.30 132, York rd, Westminster Bridge rd
HORROCKS, JOSEPH, Wigan, Tobacconist Aug 5 at 11.30 Off Rec, 19, Exchange st, Bolton
LAWSON, WILLIAM, Trealaw, Glam, Shunter at Colliery July 31 at 11.15 Off Rec, St. Catherine's chmbrs, St. Catherine st, Pontypridd
MOORE, GEORGE HENRY JOHN, Richmond, Surrey July 31 at 12 132, York rd, Westminster Bridge rd
ROWE, GEORGE ERNEST, Bradford, Merchant Aug 6 at 12 Bankruptcy bldgs, Carey st
RYDER, ERNEST EDWARD, Stourbridge, Worcester, Journeyman Saddler July 31 at 12 Off Rec, 1, Priory st, Dudley
SCORER, ARTHUR, Rock Ferry, Chester, Coal Merchant Aug 5 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
THOMAS, THOMAS PIERCE, Upper Llandwrog, nr Groeslon, Carnarvon, Farmer Aug 1 at 12 Crypt chmbrs, Chester
WALTERS, LINDSAY ANDERSON, St Paul's churchyard Aug 6 at 11.30 Bankruptcy bldgs, Carey st
WILLMER, CHARLES, Katherine rd, East Ham, Drug Stores Proprietor Aug 6 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLEN, LESLIE, Harrogate, Turf Accountant York Pet May 20 Ord July 22
ATKINS, HERBERT, Taplow, Bucks, Builder Windsor Pet July 21 Ord July 21
BAKER, WALTER, Exeter, Builder Exeter Pet July 20 Ord July 20
BONING, ROBERT JAMES, Kidderminster, Solicitor Kidderminster Pet June 25 Ord July 18
BRAUN, SAMUEL PETER, Finsbury cir High Court Pet Feb 24 Ord July 21
BROWN, ERNEST, Birmingham, Jeweller Birmingham Pet July 21 Ord July 21
CAMPBELL, Capt ROBERT ASHLEY, Piccadilly High Court Pet June 13 Ord July 21
COLLINGBOURNE, FRANK JOHN, Newport, Mon, Butcher Newport, Mon Pet July 8 Ord July 21
CONVIS, CHARLES EZRA, Bloomsbury sq High Court Pet Feb 21 Ord July 21
COOPER, HOWARD, Jermyn st High Court Pet June 4 Ord July 21
DEALTRY, JAMES BERESFORD, Richmond, Surrey Wandsworth Pet June 16 Ord July 17
EVANS, WILLIAM HENRY, Bromborough, Chester, Commission Agent Birkenhead Pet May 14 Ord July 22
FOSTER, WILLIAM, Park Head, nr Stanhope, Durham Durham Pet July 21 Ord July 21
FOX, WILLIAM, Macclesfield, Market Gardener Macclesfield Pet July 20 Ord July 20
HANCOCK, GEORGE OLIVER, and HENRY JOSEPH BURHOLT, Queen Victoria st, Paper Agents High Court Pet June 10 Ord July 21
HEWSON, JOHN HENRY, Kingston upon-Hull, Joiner Kingston-upon-Hull Pet July 20 Ord July 20
HOBBS, WILLIAM, Usk, Mon, Grocer Newport, Mon Pet July 20 Ord July 20
HOLT, ALFRED, Derby, Hay and Corn Merchant Derby Pet July 20 Ord July 20
KINGSTON, DANIEL WILLIAM, Broadway, London Fields High Court Pet May 23 Ord July 22
KINGSTON, JOHN SURTEES, and WILLIAM BAZILL, Hounslow, Tailors Brentford Pet June 23 Ord July 21
LACE, THOMAS ALFRED, Buxton, Private Tutor Stockport Pet July 20 Ord July 20
LAWSON, WILLIAM, Trealaw, Glam, Shunter at Colliery Pontypridd Pet July 20 Ord July 20
MOORE, GEORGE HENRY JOHN, Richmond, Surrey Wandsworth Pet June 30 Ord July 20
MORGAN, WILLIAM, Blaenrhondda, Glam, Miner Pontypridd Pet July 22 Ord July 22
MURGATROYD, ALFRED, Leeds, Builder Leeds Pet July 21 Ord July 21
OUROUSSOFF, Prince SERGE, Half Moon st, Gentleman High Court Pet Feb 17 Ord July 22
PETERSON, GERTRUDE PERCY, Esmond rd, Bedford Park, Middlx Brentford Pet June 25 Ord July 21
POGGI, EDWARD GORDON, Broad st place High Court Pet May 5 Ord July 22
ROWLANDS, EVAN THOMAS, Llanfairtalhaiarn, Denbigh, Grocer Wrexham Pet July 18 Ord July 18
SEGGAR, JOHN WILLIAM, Hurworth-on-Tees, Grocer Stockton-on-Tees Pet July 20 Ord July 20
TAYLOR, ELIZABETH, Birmingham Birmingham Pet June 10 Ord June 26
WAKEFIELD, JOHN HENRY, Norwich, Potato Merchant Norwich Pet July 22 Ord July 22
WILLIAMS, JOHN RICHARD, Caerphilly, Glam, Grocer Pontypridd Pet July 22 Ord July 22
WILLMER, CHARLES, Katherine rd, East Ham, Drug Stores Proprietor High Court Pet July 22 Ord July 22
WOODS, JAMES, Harrow rd High Court Pet June 18 Ord July 22
YATES, WILLIAM, Preesall, Poulton le Fylde, Grocer Blackpool Pet July 22 Ord July 22
ZANSMER, HARRY, Schlater street, Bethnal Green, Upholsterer High Court Pet June 12 Ord July 22

Amended Notice substituted for that published in the *London Gazette* of July 10, 1914:

ROLLER, ALEXANDER HERBERT FREDERICK, Bray, Berks Windsor Pet July 7 Ord July 7

Amended Notice substituted for that published in the *London Gazette* of July 21, 1914:

GOODE, ANNIE PROCTOR, Leicester Leicester Pet July 18 Ord July 18

London Gazette—TUESDAY, July 28.

RECEIVING ORDERS.

BRANSTON, THOMAS, and REUBEN BRANSTON, Melton Mowbray, Grocers Leicester Pet July 24 Ord July 24
BURCH, ALLAN, Walberton Green, nr Arundel, Dealer Brighton Pet July 24 Ord July 24
DAVIS, HERBERT CRIPPS, Tonge, Bolton, Retail Grocer Bolton Pet July 22 Ord July 22
DOOLEY, SIDNEY, Barrington rd, Brixton, Theatrical Producer High Court Pet July 24 Ord July 24
EVERITT, ALBERT WILLIAM, New Broad st High Court Pet June 4 Ord July 24
HART, JAMES, Liverpool, Laundry Proprietor Liverpool Pet May 30 Ord July 23
HASTINGS, SYDNEY, West Bromwich, Grocer West Bromwich Pet July 23 Ord July 23
HENNING, ALBERT, Snaresbrook, Essex, Chemical Manufacturer High Court Pet May 27 Ord July 24
JONES, ALFRED CYRIL, and MARGARET ELIZABETH ISABEL JONES, Stretford, Lancs, Blouse Specialists Manchester Pet July 25 Ord July 25
LADLE, EDWARD HARRY, Leeds, Hawker Leeds Pet July 23 Ord July 23
MEREDITH, THOMAS, Aberdare, Grocer Aberdare Pet July 23 Ord July 23
MEREDITH, WILLIAM, Sidcup, Kent, Confectioner Croydon Pet July 21 Ord July 21
MOORE, TRUBIE, Headingley, Leeds, Electrical Engineer Leeds Pet July 6 Ord July 24
ORR, A. ROXBURGHE, Tedworth sq, Chelsea High Court Pet Dec 8 Ord June 24
PICKERING, WILLIAM AUGUSTUS CHARLES, Manchester, Fish Salesman Manchester Pet July 23 Ord July 24
SCHOFIELD, WILLIAM ARTHUR, Ainsdale, Lancs, Motor Engineer Liverpool Pet July 25 Ord July 25
SIDDONS, GEORGE, Linden gdns, Bayswater, Hotel Manager High Court Pet June 16 Ord July 23
SLADE, JOSEPH HERBERT, Beckenham, Kent, Builder Croydon Pet July 24 Ord July 24
SMITH, EDWARD GEORGE, Whitfield, Kent, Labourer Canterbury Pet July 24 Ord July 24
SWAN, W DARRANT, Charing Cross rd, Theatrical Proprietor High Court Pet June 26 Ord July 23
TATUM, GEORGE, Windsor, Contractor Windsor Pet Feb 2 Ord July 18
TREVASKIS, GEORGE ALBERT, Lowton, Lancs, Drawer in a Coal Mine Bolton Pet July 23 Ord July 23
WESTCOTT, HAROLD STANLEY, Moorgate Station chmbrs, Broker High Court Pet July 8 Ord July 23
WILKINS, HAROLD, Linden gdns, Bayswater High Court Pet June 26 Ord July 23
WILSON, WILLIAM ANTHONY, Leeds, Leather Machine Operator Leeds Pet July 24 Ord July 24
WITHERS, HERBERT, Alexandra rd, St John's Wood, Musician High Court Pet June 20 Ord July 23
YATES, T H, & Co, Cannon st, Timber Merchants High Court Pet June 26 Ord July 23

FIRST MEETINGS.

BRANDON, ERNEST GEORGE, Carlton cum Chellington, Beds Butcher Aug 5 at 12 Off Rec, The Parade, Northampton
BRANSTON, THOMAS, and REUBEN BRANSTON, Melton Mowbray, Leicester, Grocers Aug 7 at 3 Off Rec, 1 Berridge st, Leicester
BRIGDEN, SIDNEY, Deal Aug 5 at 11 Off Rec, 68A, Castle st, Canterbury
BURCH, ALLAN, Walberton Green, nr Arundel, Dealer Aug 5 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
COLLINGBOURNE, FRANK JOHN, Newport, Mon, Butcher Aug 5 at 3 Off Rec, 144, Commercial st, Newport, Mon
DAVIS, HERBERT CRIPPS, Tonge, Bolton, Retail Grocer Aug 6 at 11 Off Rec, 19, Exchange st, Bolton
DOOLEY, SIDNEY, Barrington rd, Brixton, Theatrical Producer Aug 7 at 11 Bankruptcy bldgs, Carey st
DUNSTAN, RALPH ALEXANDER, Balham High rd, Solicitor Aug 5 at 12 132, York rd, Westminster Bridge rd
EVERITT, ALBERT WILLIAM, New Broad st Aug 7 at 12 Bankruptcy bldgs, Carey st
FOSTER, WILLIAM, Park Head, nr Stanhope, Durham Aug 4 at 10 Three Tuns Hotel, Durham
FOX, WILLAM, Macclesfield, Market Gardener Aug 6 at 12 Off Rec, 23, King Edward st, Macclesfield
HENNING, ALBERT, Snaresbrook, Essex, Chemical Manufacturer Aug 7 at 1 Bankruptcy bldgs, Carey st
HOLT, ALFRED, Derby, Hay and Corn Merchant Aug 5 at 11 Off Rec, 12, St Peter's churchyard, Derby
LACE, THOMAS ALFRED, Buxton, Private Tutor Aug 5 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
LADLE, EDWARD HARRY, Leeds, Hawker Aug 6 at 12 Off Rec, 24, Bond st, Leeds
MEREDITH, THOMAS, Aberdare, Grocer Aug 6 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

MEREDITH, WILLIAM, Sidcup, Kent, Confectioner Aug 5 at 11 132, York rd, Westminster Bridge rd.

MOORE, TRUMER, Headingley, Leeds, Electrical Engineer Aug 7 at 11.30 Off Rec, 24, Bond st, Leeds

MORGAN, WILLIAM, Blaenrhondda, Glam, Miner Aug 5 at 11.15 Off Rec, St Catherines chmbrs, 8a Catherine st, Pontypridd

MORRIS, EDWARD BATCHELOR, East Sheen, Surrey, Financial Agent Aug 5 at 11.30 132, York rd, Westminster Bridge rd

MURGATROYD, ALFRED, Leeds, Builder Aug 6 at 11 Off Rec, 24, Bond st, Leeds

PETERSON, GERTUDE PERCY, Esmond rd, Bedford Park, Middlx Aug 4 at 11 14, Bedford row

PICKERING, WILLIAM AUGUSTUS CHARLES, Cheetham, Manchester, Fish Salesman Aug 5 at 3 Off Rec, Byrom st, Manchester

ROWLANDS, EVAN THOMAS, Llanfairtalhaiarn, Denbigh, Grocer Aug 6 at 12 Crypt chmbrs, Chester

RUTHERFORD, WILLIAM FRANCIS, Louth, Lincs, Corn Merchant Aug 11 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull

SIDDONS, GEORGE, Linden gdns, Bayswater, Hotel Manager Aug 7 at 1 Bankruptcy bldgs, Carey st

SMITH, EDWARD GEORGE, Whitfield, Kent, Labourer Aug 5 at 10.30 Off Rec, 68A, Castle st, Canterbury

SWAN, W DURRANT, Charing Cross rd, Theatrical Proprietor Aug 7 at 12.30 Bankruptcy bldgs, Carey st

THORPE, WALTER CHARLES, Sherwood, Notts Aug 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

TREVASKIS, GEORGE ALBERT, Lowton, Lancs, Drawer in a Coal Mine Aug 6 at 12 Off Rec, 19, Exchange st, Bolton

WAKEFIELD, JOHN HENRY, Norwich, Potato Merchant Aug 5 at 12.30 Off Rec 8, King st, Norwich

WESCOTT, HAROLD STANLEY, Moorgate Station chmbrs, Broker Aug 7 at 11 Bankruptcy bldgs, Carey st

WILDGOOSE, CHARLES FREDERICK, Darley Dale, Derby, Farmer Aug 5 at 12 Off Rec, 12, St Peter's churchyard, Derby

WILKINS, HAROLD, Linden gdns, Bayswater Aug 7 at 12 Bankruptcy bldgs, Carey st

WILLIAMS JOHN RICHARD, Caerphilly, Glam, Grocer Aug 5 at 11.30 Off Rec, St Catherine's chmbrs, Catherine st, Pontypridd

WILSON, WILLIAM ANTHONY, Leeds, Leather Machine Operator Aug 7 at 11 Off Rec, 24, Bond st Leeds

WITHERS, HERBERT, Alexandra rd, St John's Wood, Musician Aug 7 at 11.30 Bankruptcy bldgs, Carey st

YATES, T H & Co, Cannon st, Timber Merchants Aug 6 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BARRISER, LEON JEAN ALCIDE, Waterloo, Liverpool High Court Pet June 17 Ord July 24

BOWHAY, GEORGE HENRY, Shrewsbury rd, East Ham, Builder High Court Pet May 19 Ord July 6

BRANSTON, THOMAS, and REUBEN BRANSTON, Melton Mowbray, Leicester Grocers Leicester Pet July 24 Ord July 24

BURCH, ALLEN, Walberton Green, nr Arundel, Sussex, Dealer Brighton Pet July 24 Ord July 24

BUTLER, MICHAEL, High st, Marylebone, Antique Dealer High Court Pet June 9 Ord July 24

CHEVERTON, ALBERT MILTON, Town Hall parade, Brixton, Cycle and Motor Dealer High Court Pet July 7 Ord July 24

DAVIES, WILLIAM, Cardiff, Grocer Cardiff Pet July 1 Ord July 24

DAVIS, HERBERT CRIPPS, Tonge, Bolton, Retail Grocer Bolton Pet July 22 Ord July 22

DOOLEY, SIDNEY, Barrington rd, Brixton, Theatrical Producer High Court Pet July 24 Ord July 24

GREENWOOD, GRIMSHAW, Bradford, Plumber Bradford Pet July 6 Ord July 23

HASTINGS, SYDNEY, West Bromwich, Grocer West Bromwich Pet July 21 Ord July 23

HOPKIN, MORGAN, Swansea, Butcher Swansea Pet May 27 Ord July 24

JOHNSON, ADELAIDE, Manchester st, Manchester sq, Fame Solo High Court Pet Mar 8 Ord July 24

JONES, ALFRED CYRIL, and MARGARET ELIZABETH ISABEL JONES, Stretford, Lancs Manchester Pet July 25 Ord July 25

LADLE, EDWARD HARRY, Leeds, Hawker Leeds Pet July 23 Ord July 23

MALPASS, RICHARD JAMES, Basford, Stoke on Trent, Clothier Hanley Pet July 9 Ord July 24

MEREDITH, THOMAS, Aberdare, Grocer Aberdare Pet July 21 Ord July 23

MEREDITH, WILLIAM, Sidcup, Kent, Confectioner Croydon Pet July 21 Ord July 21

PARRY, THOMAS EMLYN, Cardiff, Draper Cardiff Pet July 10 Ord July 24

PICKERING, WILLIAM AUGUSTUS CHARLES, Cheetham, Manchester, Fish Salesman Manchester Pet July 23 Ord July 23

ROBINSON, HERBERT, Copthall av High Court Pet June 10 Ord July 25

SCHOFIELD, WILLIAM ARTHUR, Ainsdale, Lancs, Motor Engineer Liverpool Pet July 25 Ord July 25

SMITH, EDWARD GEORGE, Whitfield, Kent, Labourer Canterbury Pet July 24 Ord July 24

TREVASKIS, GEORGE ALBERT, Lowton, Lancs, Drawer in a Coal Mine Bolton Pet July 23 Ord July 23

WESCOTT, HAROLD STANLEY, Moorgate Station chmbrs, Broker High Court Pet July 8 Ord July 25

WILLIAMS, WALTER ELLIS, Devonport, Devon Plymouth Pet Sept 19 Ord July 23

WILSON, WILLIAM ANTHONY, Leeds, Leather Machine Operator Leeds Pet July 24 Ord July 24

Amended Notice substituted for that published in the London Gazette of July 10:

GARNER, FREDERICK WILLIAM, and SHIRLEY WILLIAM-PARTRIDGE, Leicester Boot Manufacturer Leicester Pet July 1 Ord July 6

Amended Notice substituted for that published in the London Gazette of July 21:

DUNSTON, ALBERT CHARLES, Cardiff, Road Contractor Cardiff Pet June 23 Ord July 15

ADJUDICATION ANNULLED.

DARBY, WILLAIM HENRY D'ESTERRE, Clarges st, Piccadilly High Court Rec Ord Sept 6 1911 Adjud Sept 6 1911 Annul July 21, 1914

London Gazette—FRIDAY, July 31.

RECEIVING ORDERS.

ADAM, MAUGHAN MERCER MERCER, Camberley, Surrey, Public Entertainer Guildford Pet June 11 Ord July 29

AMEY, ERNEST CHARLES, Portswood, Southampton, Grocer Southampton Pet July 29 Ord July 29

ANDERSON, WILLIAM, South Norwood, Surrey, Professional Singer Croydon Pet July 1 Ord July 28

ARMSTRONG, FRANCIS, Scarborough, Butcher Scarborough Pet July 27 Ord July 27

BATTERSBY, JOHN, and WILLIAM ALBERT BATTERSBY, Blackburn, Florists Blackburn Pet July 28 Ord July 28

BODDINGTON, GORDON H, West End ln, Hampstead, General Agent High Court Pet July 9 Ord July 28

BRITTAIN, ALFRED ROBERT, Hazelrigg, Dudley, Northumberland, Butcher Newcastle upon Tyne Pet July 27 Ord July 27

CASHSTEIN, HARRY, Market parade, Stamford Hill, Entertainments Manager High Court Pet June 16 Ord July 28

CHANDLER, GEORGE RALPH S, Church st, Kensington High Court Pet Feb 20 Ord July 27

CLARE, THOMAS, Liverpool, Tobacco Dealer High Court Pet July 8 Ord July 28

CUTTS, EDWARD, Wissett, nr Halesworth, Suffolk, Dealer Great Yarmouth Pet July 27 Ord July 27

EMERY, GEORGE, Cheltenham, Shop Assistant Cheltenham Pet July 28 Ord July 28

HART, JAMES, Chestham, Manchester, Laundry Proprietor Manchester Pet May 30 Ord July 27

HEAPS, WILLIAM, Mountsorrel, Leicester, Carter, Leicester Pet July 28 Ord July 28

HEDGER, CHARLES, Southbourne, Sussex, Butcher Brighton Pet July 29 Ord July 29

HOWARD, ALFRED THOMAS, Great Grimsby, Skipper Great Grimsby Pet July 27 Ord July 27

JONES, EDRIS, Ystrad Mynach, Glam, Collier Pontypridd Pet July 13 Ord July 23

JONES, HENRY, Llanhilleth, Mon, Tailor Newport, Mon Pet July 27 Ord July 27

JORDAN, JOHN H, Bridlington Farmer Scarborough Pet July 13 Ord July 27

LIBLING, SOLOMON, Ilford, Cabinet Maker High Court Pet July 27 Ord July 27

MCCALLUM, JAMES GRAY, Middlesbrough, Grocer Middlesbrough Pet July 27 Ord July 27

MORPHY, ELIJAH, Preston, Pea Factor Preston Pet June 30 Ord July 29

RAMSDEN, FREDERIC WILLIAM, Birkenhead, Commission Agent Birkenhead Pet June 15 Ord July 29

READ, LOUISE, Portsmouth Portsmouth Pet July 25 Ord July 25

RENNIE, KATE E, Victoria st, Westminster High Court Pet July 3 Ord July 29

ROWLINSON, EDWARD, Mitcham rd, Tooting, Costumier's Manager Wandsworth Pet June 23 Ord July 9

SMALLMAN, EDGAR ROBERT, Nailsea, Somerset, Newsagent Bristol Pet July 29 Ord July 29

SMITH, EDWARD, and THOMAS, FLETCHER, York, Grocers York Pet July 29 Ord July 29

SOUTHCOTT, ALBERT EDWARD, Leytonstone Essex, Colour and Varnish Dealer High Court Pet July 27 Ord July 27

SQUIRE, L. R. L., Shaftesbury av, Motor Car Manufacturer High Court Pet Jan 22 Ord July 2

TEBBS, JOHN HARRY, Cambridge, Commission Agent Cambridge Pet July 28 Ord July 28

WARNE, GEORGE HILBERT, Worthing, Hotel Proprietor Brighton Pet July 29 Ord July 29

WHEATLEY, THOMAS HENRY, Stourbridge, Insurance Superintendent Stourbridge Pet July 24 Ord July 24

FIRST MEETINGS.

ALMOND, CATHERINE, Lytham, Lancs Aug 10 at 11 Off Rec, 13, Winckley st, Preston

ARMSTRONG, FRANCIS, Scarborough, Butcher Aug 7 at 4 Off Rec, 48, Westborough, Scarborough

ARMSTRONG, GEORGE, Barwick House, nr Ware, Herts, Horse Breeder Aug 12 at 11 14, Bedford row

ATKINS, HERBERT, Taplow, Bucks, Builder Aug 12 at 12 14, Bedford row

BODDINGTON, GORDON H, King's gdns, West End ln, Hampstead, General Agent Aug 11 at 12 Bankruptcy bldgs, Carey st

CASHSTEIN, HARRY, Market parade, Stamford Hill Entertainments Manager Aug 10 at 11 Bankruptcy bldgs, Carey st

CLARE, THOMAS, Liverpool, Tobacco Dealer Aug 11 at 11 Bankruptcy bldgs, Carey st

CHANDLER, GEORGE RALPH S, Church st, Kensington Aug 11 at 1 Bankruptcy bldgs, Carey st

GRAY, JOSEPH DUNCAN, Yaxley, Hunts Blacksmith Aug 7 at 12 Law Courts, Peterborough

HADDOCK, WALTER STAPLES, Westcombe Park rd, Blackheath Schoolmaster Aug 7 at 11.30 132, York rd Westminster Bridge rd

HART, JAMES, Liverpool, Laundry Proprietor Aug 11 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

HASTINGS, SYDNEY, West Bromwich, Grocer Aug 7 at 11.30 Sankin chmbrs, 191, Corporation st, Birmingham

HEAPS, WILLIAM, Mountsorrel, Leicester, Carter Aug 7 at 11 Off Rec, 1, Berridge st, Leicester

HEDGES, CHARLES, Southbourne, Sussex, Butcher Aug 10 at 2.30 Off Rec, 12A, Marlborough pl, Brighton

HOWARD, ALFRED THOMAS, Great Grimsby, Skipper Aug 8 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

JONES-WILLIAMS, GEORGE FRANCIS, Wichenford Worcester Aug 7 at 11 Off Rec, 11, Copenhagen st, Worcester

JORDAN, JOHN H, Agram, Bridlington, Farmer Aug 7 at 4.30 Off Rec, 48, Westborough, Scarborough

LIBLING, SOLOMON, Ilford, Cabinet Maker Aug 10 at 12.30 Bankruptcy bldgs, Carey st

ORR, A. ROXBURGHE, Tedworth sq, Chelsea Aug 10 at 1 Bankruptcy bldgs, Carey st

PARRY, THOMAS EMLYN, Cardiff, Draper Aug 8 at 11 Off Rec, 117, St Mary st, Cardiff

READ, LOUISE, Stanshaw, Portsmouth Aug 10 at 12 Off Rec, Cambridge junction, High st, Portsmouth

RENNIE, KATE E, Victoria st, Westminster Aug 10 at 12 Bankruptcy bldgs, Carey st

SCHOFIELD, WILLIAM ARTHUR, Ainsdale, Lancaster, Motor Engineer Aug 11 at 11.30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

SEGGARS, JOHN WILLIAM, Hurworth on Tees, Grocer Aug 10 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

SLADE, JOSEPH HERBERT, Beckenham, Kent, Builder Aug 7 at 11 132, York rd, Westminster Bridge rd

SOUTHCOTT, ALBERT EDWARD, Leytonstone, Essex, Colour and Varnish Dealer Aug 10 at 11 Bankruptcy bldgs, Carey st

TATUM, GEORGE, Windsor, Contractor Aug 12 at 11.30 14, Bedford row

VON LENGERKE, RUDOLPH EMIL, Great Hautbois, Norfolk, Civil Engineer Aug 8 at 12.30 Off Rec, 8, King st, Norwich

WARNE, GEORGE HILBERT, Worthing, Hotel Proprietor Aug 7 at 2.30 Off Rec, 12A, Marlborough pl, Brighton

WHEATLEY, THOMAS HENRY, Stourbridge, Worcester, Insurance Superintendent Aug 10 at 12 Off Rec, 1, Priory st, Dudley

YATES, WILLIAM, Preesall, Poulton le Fylde, Grocer Aug 10 at 11.30 Off Rec, 13, Winckley st, Preston

Amended Notice substituted for that published in the London Gazette July 10:

TAYLOR, ABRAHAM JERMANSKY, Blackpool, General Dealer (as previously gazetted) Off Rec, 24, Bond st, Leeds